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AGREEMENT

BETWEEN THE

PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS

A DIVISION OF DISTRICT NO. 1
MEBA/NMU (AFL-CIO)
FLIGHT STANDARDS BRANCH

AND THE

FEDERAL AVIATION ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION
MARCH 3, 1993

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Between the

PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS

**A Division of District No. 1
MEBA/NMU (AFL-CIO)
Flight Standards Branch**

and

**FEDERAL AVIATION ADMINISTRATION
U.S. Department of Transportation**

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PREAMBLE

This inaugural Agreement signifies the Union's and Employer's efforts to build and nurture an enduring, constructive relationship for their mutual benefit, the benefit of the employees, and the benefit of the public. This Agreement will provide a framework for dealing with the Union as the exclusive representative of aviation safety inspectors and other covered employees worldwide, enhancing employees' working conditions, raising the efficiency and effectiveness of Flight Standards Service operations, and contributing to continued improvements in aviation safety. It is the Parties' sincere hope that this Agreement will also lay the groundwork for forging an employee involvement process that emphasizes participative decision-making by managers and employees in a unionized environment.

ARTICLE 1 PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the Professional Airways Systems Specialists Division, District No. 1 - MEBA/NMU (AFL-CIO), hereinafter referred to as the Union, and the Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer. See CERTIFICATION OF REPRESENTATIVE, Appendix I. The Employer and the Union are hereinafter referred to collectively as the Parties.

ARTICLE 2 EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the FAA to encourage or discourage membership in the Union.

Section 2. The initiation of a grievance in good faith by an employee will not reflect adversely on the employee's working conditions. An employee who files a grievance shall be free from reprisal.

Section 3. An employee shall be given the opportunity to be represented by the Union during any examination by a representative of the agency in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

Section 4. An employee shall be informed in advance of any meeting with the Employer if the meeting is for the purpose of discussing disciplinary action against the employee. The employee shall be allowed Union representation if the employee requests. However, a meeting shall not be unreasonably delayed because of the unavailability of a Union representative.

Section 5. Employees shall be held responsible for the security of an office and other government property; however, that responsibility is limited to the individual's own acts or failure to act.

Section 6. Where more than one employee performs a task, the individual assigned that task shall not be held responsible for the action or inaction of others.

Section 7. Any employee requiring representation, who wishes to contact a Union representative, shall be authorized to do so when operational requirements permit. This contact shall be private and may be in person or by official government telephone.

Section 8. Employees may be notified of the opportunity to participate in various charitable drives and savings bond campaigns. No records of employee participation will be recorded or maintained other than those necessary to administer the program.

ARTICLE 3

UNION RECOGNITION AND REPRESENTATION

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees assigned to Flight Standards District Offices, International Field Offices, and Certificate Management Offices as certified by the Federal Labor Relations Authority (FLRA) on May 10, 1991. (See Appendix I.)

Section 2. If the Certification of Representative, Appendix I, is amended to include other FAA Flight Standards employees, those employees shall be covered by this Agreement.

Section 3. The Union may designate Union representatives as follows:

- a. Office Level - One (1) representative and one (1) alternate representative may be designated to interact with the Office Managers, or designee. The alternate representative may act in the absence of the Office Representative. The Union may designate additional representatives in offices with more than 35 employees, using a ratio of 1:35.

- b. Regional Flight Standards Division Level - One (1) Regional Representative, also referred to as Regional Business Agent, may be designated within each region covered by this Agreement to interact with the Flight Standards Regional Division Manager, or designee.
- c. National Headquarters Level - A National Representative, also referred to as National Branch Agent, may be designated to interact with agents of the Employer at the headquarters of the Employer. The Employer agrees to interact at the national level with the elected or appointed National Officers of the Union. The Union's initial point of contact on matters pertaining to this Agreement at this level is the Director, Office of Employee and Labor Relations, or designee, or the Director, Flight Standards Service, or designee, as appropriate.
- d. Where a Union representative is designated to represent more than one organizational level, the representative shall initially interact at the lowest level appropriate to the issues involved. Representatives or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Employer at the level designated.

Section 4. Union representatives shall be released for valid representational duties as operational requirements permit. Union representatives shall not leave their assigned work areas and assigned tasks to conduct representational activities without obtaining prior approval from their immediate supervisor.

Section 5. Union representatives shall be granted official time in accordance with Article 85.

Section 6. Before detailing a Union representative to supervisory duties, other duties outside the bargaining unit or any other duties outside the Union representative's region, the Employer shall first consider other employees for such assignments. However, a Union representative may volunteer for any such assignments along with other employees. When a Union representative is detailed under the provisions of this Section to a position outside the bargaining unit, that representative's alternate shall act for the duration of the detail.

Section 7. The Union's officers, including the Branch Agent and Regional Business Agents, shall be permitted to visit the Flight Standards district offices. Arrangements for these visits will be made in advance.

Section 8. Union representatives shall be permitted time to attend union sponsored activities in accordance with Article 55.

Section 9. The Employer shall notify the Union of any formal discussion the Employer plans to have with employees. The Union

may designate the representative of its choice to attend the formal discussion.

Section 10. Where required, the Parties shall engage in impact and implementation bargaining under 5 U.S.C. 7106(b)(2) and (3). Nothing in this Agreement shall preclude the parties from negotiating procedures that the Employer will observe or appropriate arrangements for employees adversely affected by the exercise of any authority under Article 4. Any negotiations under this Section shall be consistent with Article 68 or 69, as appropriate.

ARTICLE 4 EMPLOYER RIGHTS

Section 1. Nothing in this Agreement shall affect the authority of the Employer:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws -
 - (1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from -
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Agreement shall be interpreted or construed in any way to conclude that the Employer has agreed to negotiate on its retained management rights to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. The Employer retains all rights set forth in 5 U.S.C. 7106.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment

- of any unit employee; or
- c. by a unit employee or either Party concerning:
- (1) the effect or interpretation, or claim of breach of this collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978.

Section 2. This Article provides the procedure for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, and 5 of this Article, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees, or the Parties may file a grievance under this procedure.

Section 3. This procedure shall not apply to any grievance concerning:

- a. Any claimed violation of subchapter III of Chapter 73, Title 5, U.S.C. (relating to prohibited political activities);
- b. Retirement, life insurance, health insurance;
- c. A suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
- d. Any examination, certification, or appointment, [Title 5, U.S.C. 7121(c)(4)];
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The removal of probationary employees;
- g. A reduction in force;
- h. Matters relating to overtime entitlement under the Fair Labor Standards Act, as amended.

Section 4. In matters relating to 5 U.S.C. 2302(b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

Section 5. In matters covered by 5 U.S.C. 4303 (removal or reduction in grade for unacceptable performance) or 5 U.S.C. 7512 (removal, suspension for more than fourteen (14) days, a reduction in grade, a reduction in pay and a furlough of thirty (30) days or less) an aggrieved employee shall have the option of utilizing this procedure or the appellate procedures in 5 U.S.C. 7701, but not both.

Section 6. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible level.

Section 7. Grievances filed by employee(s) or by the Union on behalf of employee(s).

- a. Step 1 - An aggrieved employee and/or the employee's Union representative may file a written grievance with the employee's immediate supervisor within fifteen (15) calendar days of the date of the event giving rise to the grievance or within fifteen (15) calendar days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted in writing, and shall contain the name of the grievant, the Article(s) of this Agreement, if any, alleged to have been violated, a description of the facts surrounding the grievance, the corrective action desired, and the Union representative's name. The supervisor shall answer the grievance in writing within ten (10) calendar days. A copy of the answer shall be provided to the appropriate Union representative.

Grievances concerning disciplinary or adverse actions, as defined in Article 6, Section 1, are to be submitted in writing beginning with Step 2, rather than Step 1, of this Section no later than fifteen (15) calendar days after the date of the action.

- b. Step 2 - If the employee or the Union is not satisfied with the answer, the grievance may be submitted to the office manager (or to the Flight Standards Division Manager in the case of employees directly supervised by an office manager) within fifteen (15) calendar days from the receipt of the answer. A copy of the grievance shall also be submitted to the Flight Standards Division Manager. A decision shall be delivered to the employee with a copy to the appropriate Union representative within thirty (30) days of the date the grievance was received at the second level.
- c. Step 3 - If the Union is not satisfied with the decision, the Union may within twenty (20) calendar days following receipt of the decision, advise the manager, labor relations branch, regional office, that the Union desires the matter be reviewed by the Flight Standards Division Manager (or designee). The Union will be notified within fifteen (15) calendar days of the regional decision.
- d. Step 4 - The Union at the national level may within thirty (30) calendar days following receipt of the regional decision, or the date the regional decision was due, advise the Director, Office of Labor and Employee Relations, by certified mail that it desires the matter to be submitted to arbitration. The Parties will create a panel of three mutually acceptable arbitrators. Each Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Within thirty (30) calendar days after receipt of the request for arbitration, an arbitrator shall be selected from the regional panel by the Parties or by alternately striking names until one remains. If an arbitrator is not selected and an agreement on the scheduling of a hearing is not reached within

- this time limit, the grievance is cancelled.
- e. Step 5 - The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance if otherwise in an active duty status. The number of witnesses shall be limited to those determined necessary by the arbitrator and who can be spared from their duties without interference to the operational requirements of the witnesses' office. The Employer will make every reasonable effort to release employees called as witnesses. FAA employees who are called as witnesses shall be in a duty status if otherwise in a duty status. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit the arbitrator's report to the FAA, the aggrieved employee and/or the Union representative, as soon as possible, but in no event later than thirty (30) days following the close of the record before the arbitrator unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 8. Grievances Filed by Union or Employer.

- a. Step 1 - In the case of any grievance involving the interpretation or application of this Agreement, the moving Party, after pursuing Section 6 of this Article, shall submit it, in writing, to the other Party at a level corresponding to the appropriate FAA field office or equivalent, or the regional or national levels, within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:
- (1) the facts upon which the grievance is based;
 - (2) the Article and Section, if any, of this Agreement alleged to have been violated; and
 - (3) the corrective action sought.
- b. Step 2 - The responding Party shall answer the grievance in writing within fifteen (15) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, the moving Party shall, at the national level, notify the respondent at the national level, in writing, within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due. The Parties will create a national panel of three mutually acceptable arbitrators. Each Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Within thirty (30) days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains. If an arbitrator is not selected and an agreement on the scheduling of the hearing is

not reached within this time limit, the grievance is cancelled.

- c. Step 3 - The grievance hearing shall be conducted by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit the arbitrator's report to the Parties as soon as possible, but in no event later than thirty (30) days following the close of the record before the arbitrator unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 9. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied by the arbitrator.

Section 10. The arbitrator is confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to the arbitrator. In matters covered under 5 U.S.C. 4303 and 7512 which have been raised under the negotiated grievance procedures of this Article, an arbitrator shall be governed by 5 U.S.C. 7701(c)(1). In disciplinary cases, the arbitrator may vary the penalty to conform to the arbitrator's decision provided it is consistent with law.

Section 11. Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by management, unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall entitle the grievant to progress the grievance to the next step without a decision.

Section 12. In the spirit of Section 6 of this Article, the Parties will exchange copies of files and records that they plan to use as evidence before an arbitrator or that were used in making a decision. This information will be exchanged at least fifteen (15) days in advance of the arbitration hearing.

Section 13. By mutual agreement, the Parties at the National level may refer a particular grievance to expedited arbitration. The Parties shall meet and select an arbitrator from the national or regional panel or by alternately striking names. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible but no later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties.

Determinations as to whether expedited arbitration shall be utilized shall be based on the facts and circumstances of each case; however, only those grievances where the passage of time would preclude a remedy or result in irreparable harm are subject to this expedited procedure.

Section 14. By mutual agreement, the Parties at the national and regional level may agree to stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 15. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision. Prior to submission of any grievance on the merits, a decision will be rendered on any timeliness issue by an arbitrator. By mutual agreement, the Parties may select another arbitrator to render a decision on the merits.

Section 16. Quarterly, the Union's Regional Business Agent (or designee), the Flight Standards Division Manager (and/or designee), and the manager, labor relations branch and/or staff (or designees) shall meet to discuss and attempt to resolve grievances pending under Section 7 of this Article.

Section 17. By mutual agreement on a case by case basis, the Parties may waive any time limits referred to in this Article.

ARTICLE 6 DISCIPLINARY/ADVERSE ACTIONS

Section 1. For purposes of this Article:

- a. a disciplinary action is defined as:
 - (1) an admonishment.
 - (2) a written reprimand.
 - (3) a suspension of fourteen (14) days or less.
- b. an adverse action is defined as:
 - (1) a removal;
 - (2) a suspension of more than fourteen (14) days;
 - (3) a reduction in pay or grade; or
 - (4) a furlough of thirty (30) days or less.
- c. The removal of probationary employees is not covered under this Article.
- d. Reductions in grade or removal under 5 U.S.C. 4303 (unacceptable performance) are not covered by this Article.

Section 2. Disciplinary and adverse actions will be taken for just cause and the penalty will be determined in a fair and equitable manner. Adverse actions may be taken only for such cause as will promote the efficiency of the service. Disciplinary and adverse actions must be supported by a preponderance of the evidence. Adverse actions shall be governed by 5 U.S.C. Chapter 75 and the

regulations of the Office of Personnel Management.

Section 3. An employee against whom an adverse action is taken which falls under the jurisdiction of the Merit Systems Protection Board may appeal that action to the Board or grieve under Article 5, but not both.

Section 4. All facts pertaining to a disciplinary or adverse action should be developed as promptly as possible. Disciplinary or adverse actions should be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary or adverse action.

Section 5. An employee against whom disciplinary or adverse action is proposed shall have the right to review all of the information relied upon to support the action. At the employee's written request, the employee shall be given a copy of this information. Normally, this information will be provided within five (5) days of request.

Section 6. At the employee's written request, the Union shall be provided with a copy of all the information relied upon to support the action. Normally, this information will be provided within five (5) days of request.

Section 7. If otherwise in a duty status, the employee shall be granted duty time and the Union representative at the district office level shall be granted a reasonable amount of official time to prepare and present a response to a proposed action, as follows:

- a. Disciplinary actions - up to four (4) hours in cases involving suspensions of fourteen (14) days or less.
- b. Adverse actions - up to eight (8) hours in a case involving removals, reductions in grade or pay, furloughs of 30 days or less, or suspensions of more than fourteen (14) days;
- c. The official time authorized in this Section may be extended for good cause shown.

Section 8. Prior disciplinary or adverse actions taken within three (3) years will be considered when determining the appropriate penalty for any subsequent disciplinary or adverse action.

Section 9. Reasonable extensions of time shall be granted to employees for preparation of answers under this Article for good cause shown.

ARTICLE 7 PERSONNEL RECORDS AND OFFICIAL PERSONNEL FOLDER

Section 1. Official Personnel Folders will be maintained in accordance with applicable laws and regulations. Only information authorized by law or regulation will be maintained in the Official

Personnel Folder (OPF).

Section 2. Each employee or the employee's personal representative designated in writing will, upon request, have access to copy or photocopy any document contained in the employee's OPF, with the exception of records restricted by law or regulation.

Section 3. No information contained in an employee's OPF which is not available to the employee or the employee's personal representative for inspection will be made available to any unauthorized person for inspection or photocopy. Such information will be made available to any authorized person only for official use.

Section 4. Upon an employee's written request, the employee's OPF and its contents shall be forwarded to the employee's office manager, except for the material restricted by law or Office of Personnel Management regulation. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the OPF is needed elsewhere for official agency business. If the OPF cannot be provided within thirty (30) days, the employee will be notified in writing when the OPF will be available.

Section 5. The employee shall be permitted to examine the employee's OPF in the presence of the office manager (or designee).

Section 6.

- a. Records, notes or diaries maintained by a supervisor with regard to the supervisor's work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act.
- b. Such records, notes or diaries shall not be used as a basis to support:
 - (1) a performance evaluation of partially successful or unacceptable; or,
 - (2) the denial of a career ladder promotion; or
 - (3) the denial of a within-grade increase; or
 - (4) disciplinary or adverse actions; unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) calendar days, after it has been determined that the information will be used for such purpose, and before it is used.
- c. If an employee is shown a note, record, or diary as part of the administrative process, the employee may submit a written response.

Section 7. The employee record card, SF-7B, shall be optional. Any reference to a letter or reprimand which has been removed from the OPF must be expunged from the employee record card. The

information recorded on the SF-7B is subject to the requirements in Section 6.b. of this Article.

ARTICLE 8 REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union when it is determined that reduction-in-force actions will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that management plans to fill.

Section 2. All reductions-in-force will be administered in accordance with prescribed laws and Office of Personnel Management regulations. The normal competitive area is the local commuting area.

Section 3. As a minimum, in the event of a reduction-in-force:

- a. The affected employees and/or their Union representative shall, upon request, be provided access to the master retention registers.
- b. The Union shall be provided at the end of the reduction-in-force with a list of all vacancies filled during the reduction-in-force and of all bargaining unit employees.

Section 4. Any employee who is transferred as a result of a reduction-in-force will be entitled to reimbursement for moving expenses in accordance with Article 23.

Section 5. Any employee separated from Government service as a result of a reduction-in-force and otherwise eligible will be paid severance pay in accordance with 5 CFR Part 550, Sections 550.701 through 550.713.

Section 6. The Employer agrees to make reasonable efforts to avoid or minimize a reduction-in-force by taking such action as:

- a. restricting recruitment and promotions;
- b. meeting ceiling limitations through normal attrition; and
- c. reassignment of qualified surplus employees to vacant positions that the Employer intends to fill.

ARTICLE 9 STAFFING ADJUSTMENTS AFFECTING THE WORK FORCE

Section 1. The Employer at the regional level agrees to provide the Union's regional representative with a copy of the current and updated plans for projected office closures, staffing reductions, and encumbered position abolishment.

Section 2. The Employer at the regional level agrees to notify the Union's regional representative as far in advance as possible, normally at least ninety (90) days, prior to formally closing any

offices and implementing technological changes that affect the size, composition, or duty station of an employee.

Section 3. The Employer shall provide the Union's regional representative with notices of specific planned position abolishments, normally at least thirty (30) days before issuing letters of proposed reassignment or taking any such personnel action. The Union's regional representative shall provide the Employer with the Union's views on the planned abolishment within fifteen (15) days of the Employer's notice to the Union.

Section 4. The Employer at the regional level shall maintain and make available to employees and the Union's regional representative a list of all current and projected vacancies available for the placement of surplus employees within the region.

Section 5. Employees whose positions are abolished as a result of office closings caused by technological changes shall be offered the opportunity to be reassigned to available positions, of equal or lower grade for which they are qualified, within their region. Where appropriate, employees will be considered for positions outside of their areas of specialization.

Section 6. The Employer shall not fill a bargaining unit position of comparable or lower grade within the region until the surplus employees are placed or given an opportunity to accept the position.

Section 7. Where office closings, position abolishments, or technological changes result in excess staffing, procedures for effecting reassignments shall be as follows:

- a. A notice requesting volunteers for reassignment shall be posted in a prominent place. The notice shall include a listing of unit positions the region intends to fill which are of equal or lower grade and for which the affected employees are qualified. The closing date for applications from volunteers shall be included in the notice. An advance copy of the notice shall be provided to the Union's regional representative.
- b. The employee who is fully qualified for the position will be selected. When two or more equally qualified applicants apply for a particular position, the region shall select the employee with the greater service computation date (SCD) seniority. In the event of identical SCD's, FAA/CAA seniority will prevail.
- c. In the event there is not a sufficient number of volunteers to bring staffing levels down to the proper number and, where some positions will remain at the office, the Employer will make selection for these positions after consideration of the following factors in the following order:
 - (1) Those employees determined to be fully qualified for the remaining positions shall be selected.

- (2) If an insufficient number of employees are fully qualified, the employee(s) whose qualifications most closely match those needed for the remaining positions in question will be selected.
- (3) If in applying the procedures in (1) and (2) above, two or more employees are deemed to be equally qualified for the position in question, the employee with the greatest service computation date (SCD) seniority shall be selected. In the event of identical SCD's, FAA/CAA seniority will prevail.

Section 8. Employees will be reimbursed for moving expenses in accordance with Article 23.

Section 9. Employees who have been involuntarily reassigned shall be given priority consideration for selection, for up to two (2) subsequent vacancies that occur at their former duty station.

Section 10. When an employee disputes the employee's geographic reassignment under this Article, the employee may file a grievance under Article 5, Section 7.c., Step 3. If the Union is not satisfied with the decision, the Union may unilaterally invoke expedited arbitration under Article 5, Section 13.

Section 11. If the region determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated by reassignment, then reduction-in-force actions under Article 8 will apply rather than the procedures described in this Article.

ARTICLE 10 CONTRACTING OUT

Section 1. The Employer shall notify the Union before reviewing Employer activities to permanently transfer contract performance services currently performed by employees.

Section 2. If the Employer decides to contract out work currently performed by employees that results in adverse impact on employees, the Employer shall provide written notice to the Union ninety (90) days in advance. At the time, the Employer shall also provide a cost comparison, if one has been prepared by the Employer.

Section 3. The Union may submit comments regarding the Employer's decision to contract out services when the decision adversely affects employees. If the Union elects to submit comments, the Union shall provide the comments to the Employer within thirty (30) days of the written notice referenced in Section 2 of this Article. The Employer agrees to fully consider the Union's comments and suggestions.

Section 4. If the Employer decides to contract out work currently

performed by employees, the Employer shall apply the following procedures in an effort to minimize any adverse impact on employees:

- a. Any displaced employee shall be given priority consideration for positions that the Employer intends to fill within the employee's region. Such positions must be at the same or lower grade than the employee's previous position, and the employee must be fully qualified for the position. In giving priority consideration under this Article, the Employer shall:
 - (1) post a notice in a prominent place requesting volunteers. The notice shall include a listing of unit positions the region intends to fill. The closing date for applications shall be included in the notice. A copy of the notice shall be provided to the Union's regional representative.
 - (2) select the employee with the greater service computation date (SCD) seniority where there are two or more equally qualified applicants. In the event of identical SCD's, FAA/CAA seniority will prevail.
 - (3) apply reduction-in-force procedures under Article 8 rather than (1) and (2) above if the Employer determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated under this Article.
- b. The Employer shall endeavor to schedule conversion to contract performance to minimize economic and personal hardship and to maximize opportunity for attrition and placement.
- c. The Employer shall insure that any contract awarded shall include a provision that the contractor shall give employees, displaced as a result of the conversion to contract performance, the right of first refusal to employment openings on the contract in positions for which they are qualified.

ARTICLE 11 QUALIFICATION STANDARDS

Section 1. The Parties recognize that minimum qualification standards are established by the Office of Personnel Management (OPM). Prior to recommending to OPM changes to the existing qualification standards or development of new qualification standards for employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet to thoroughly discuss the recommendations. The Union's views will be fully considered.

ARTICLE 12
POSITION DESCRIPTIONS

Section 1. Each employee covered by this Agreement shall be provided a position description which accurately reflects the major duties of the position. If an employee believes that the position description is not accurate, the employee, with the assistance of a Union representative, may request a review by the appropriate supervisor. Any dispute regarding the accuracy of the text of an employee's position description may be grieved under this Agreement.

Section 2. The Union may submit written recommendations and present supporting evidence to a regional Human Resource Management Division concerning the adequacy of any of the text of any standardized position descriptions for employees covered by this Agreement. The Employer agrees to review the material submitted and advise the Union of the results.

Section 3. The Employer shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes are to be made in standardized position descriptions for employees covered by this Agreement.

ARTICLE 13
CLASSIFICATION REVIEW

Section 1. The Parties recognize that position classification standards are established by the Office of Personnel Management. The Employer shall notify the Union at the appropriate level before recommending changes to the classification standards for the employees covered by this Agreement. Such notice shall be provided as soon as possible, but not less than thirty (30) days in advance.

ARTICLE 14
COMMITTEES

Section 1. The Employer may invite the Union to participate as a working member of any committee established by the Employer not otherwise covered elsewhere by this Agreement. The representative serves as the Union's point of contact.

Section 2. The Union representative will be on official time if otherwise in a duty status for all required committee activities. The Employer, on a case-by-case basis, may authorize the representative to receive travel and per diem.

Section 3. The Employer shall inform the Union of any change in working conditions affecting employees that may result from the work of the committee in accordance with Article 68 or 69, as appropriate.

ARTICLE 15
JOB TASK ANALYSIS (JTA) STUDIES

Section 1. The Employer will inform the Union of any Job Task Analysis (JTA) initiatives concerning work functions performed by employees covered by this Agreement.

Section 2. Any committee or work group established for a JTA may include the National Flight Standards Branch Agent, or designee.

ARTICLE 16
PERFORMANCE MANAGEMENT SYSTEM

Section 1. The Performance Management System (PMS) will be administered in accordance with applicable laws, government-wide regulations, FAA directives, and this Agreement. The substance and policy of national FAA PMS directives shall not be subject to supplement by regions. However, regional implementing administrative procedures may be issued, as appropriate. Performance appraisals shall be made in a fair and equitable manner.

Section 2. Consistent with the provisions of the PMS directive and the Employer's right to establish job elements and performance standards, job elements and performance standards established shall:

- a. be consistent with the duties and responsibilities assigned to an employee; and
- b. reflect only those aspects of performance over which the employee has control.

Job elements identify major responsibilities or duty areas. Performance standards identify specific performance expectations under each job element. Each rating official for similar or interchangeable positions at a particular location shall apply job elements and performance standards in an equitable and consistent manner.

Section 3. Performance plans should be developed prior to the start of an employee's rating period or within thirty (30) days after entry into a PMS covered position. If the rating official does not develop an employee's performance plan within these time periods, the affected employee should raise this issue with the rating official and the rating official should correct the situation within fifteen (15) days. The rating official shall, with the employee being given an opportunity for providing input, develop a performance plan consisting of all job elements and performance standards assigned to the employee. An employee has the responsibility to bring to the attention of the supervisor any inconsistency between the employee's position description, duties performed, and performance plan. This notice may be in writing, and if so, it shall be attached to the performance plan. Final authority for establishing performance plans rests with the

supervising officials. Job elements shall be consistent with and related to the duties and responsibilities described in each employee's official position description. Performance plans describing job elements and performance standards must be stated in writing, and a copy shall be provided to the employee.

Section 4. Changes to the performance plan may be made at any time during the appraisal period. Any revision to the plan shall become effective when approved by the second level supervisor, and such changes shall be communicated, in writing, to the employee. If warranted, the appraisal period shall be extended for the amount of time necessary to meet the minimum appraisal period (90 days) at which time a performance appraisal shall be prepared.

Section 5. Prior to the implementation of performance standards for bargaining unit positions, the Union, at the district office level, shall be provided a copy of the proposed standards. The Union shall be afforded fifteen (15) days to provide written comments to the Employer.

Section 6. Normally, the employees shall be rated by their first-line supervisor. Appraisals are subject to review and final disposition by the appropriate review official.

Section 7. The employee shall sign and date the appraisal document in the appropriate space(s) when the performance plan is readied for implementation and when the appraisal of the employee's performance is completed. The employee's signature on the appraisal document at the beginning of the appraisal period indicates the employee has reviewed the performance plan for content, and the employee has discussed or been afforded the opportunity to discuss the requirements of the performance plan with the rating official. The employee's signature after the review of any performance evaluation indicates that the employee has reviewed the completed record and has discussed or been afforded the opportunity to discuss the completed appraisal with the rating official. The employee's signature at the end of the period shall not be taken to mean that the employee agrees with all the information or forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach comments to the performance appraisal within ten (10) days of being presented with the rating. Such comments shall become a permanent part of the evaluation.

Section 8. At any point during the rating period that the first-line supervisor believes an employee's performance is less than fully successful, the supervisor shall counsel the employee on the specific performance area(s) in which improvement must be made. The supervisor shall make available such assistance as the supervisor determines is necessary to bring about the required improvements and provide the opportunity for the employee to demonstrate acceptable performance. Such counsel shall be in

writing and provided to the employee.

Section 9. The removal of probationary employees is not covered by this Section. A nonprobationary employee whose reduction in grade or removal is proposed because of unacceptable performance is entitled to:

- a. Thirty (30) days advance written notice of the proposed action identifying specific instances in detail of unacceptable performance, and the critical elements of the employee's performance standards involved in each instance. No reference may be made to any alleged instance of unacceptable performance more than one (1) year prior to the notice.
- b. An extension of the notice period, not to exceed thirty (30) days, may be granted for good cause shown.
- c. Representation by a representative of the employee's choice.
- d. A reasonable time to answer the proposal orally and in writing.
- e. A final decision in writing within thirty (30) days of the expiration of the notice period. Extensions may be made in accordance with applicable laws, regulations and FAA directives. The employee will be notified of the expected date of the final decision.
- f. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred by a management representative who is in a higher position than the management representative who proposed the action.

Section 10. If, because of performance improvements by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from any record relating to the employee.

Section 11. Employees shall be rated only on those elements of performance in which they were provided an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific job element, the employee shall not be rated on that performance element nor shall that element be a factor in the employee's rating.

Section 12. Use of approved absence shall not be a negative factor in an employee's performance appraisal; however, this provision does not limit the Employer's right to review excessive absences, approved or unapproved, and initiate corrective action if warranted.

Section 13. Use of official time by designated Union officials for

representational duties shall not be a factor in any aspect of the Union representative's performance appraisal.

ARTICLE 17 ACCEPTABLE LEVEL OF COMPETENCE

Section 1. Acceptable Level of Competence determinations shall be made in accordance with applicable government-wide rules and regulations.

Section 2. The sole basis for determining employees' Acceptable Level of Competence for within-grade increases shall be the employee's performance.

Section 3. The time frame for improving performance will depend on the circumstances in each case but in any instance shall not be less than ninety (90) days nor more than one hundred-twenty (120) days. The period may be extended to accommodate this Section.

ARTICLE 18 PROFESSIONAL DIFFERENCES OF OPINION

Section 1. When there is a professional difference of opinion between an employee and the Employer, the Employer will consider the opinion and judgement of the employee. The technical guidance provided in national and regional orders, office policy manuals, etc., shall prevail.

Section 2. In matters of determination of fact, the employee in the best position to observe the event shall be the most reliable determiner of fact.

Section 3. When an employee's report is changed or edited, a copy of the changes will be made available to the employee.

ARTICLE 19 VOLUNTARY APPLICATION FOR ASSIGNMENT

Section 1. An employee desiring consideration for permanent assignment to a specific position at a specific location in the bargaining unit, may make a voluntary application for the position by submitting the following to the Human Resource Management (HRM) Division having jurisdiction over the position:

- a. the appropriate national FAA request form;
- b. SF-171, Personal Qualification Statement;
- c. a copy of the employee's most recent annual PMS appraisal report; and
- d. a description of knowledge, skills, and ability (KSA) pertinent to the position to which the employee is applying for consideration.

The position applied for and the location must be clearly stated. These applications shall be acknowledged to the employee by the HRM

Division involved and shall state the date the application was received. Applications submitted under this Article shall remain on file for a period of twelve (12) months. Employees submitting completed "Request for Promotion Consideration and Acknowledgement" Forms with their voluntary application, will be notified whenever their application package is being considered for a vacancy. The application may be updated for additional twelve (12) month periods.

Section 2. Applications submitted under these procedures shall be treated equal to those applications from employees within the area of consideration that are submitted under any subsequent merit promotion announcement for that position.

Section 3. Union representatives shall be treated equitably in promotional considerations. These individuals are required to meet all bidding requirements as any other employee.

ARTICLE 20 PROMOTIONS

Section 1. Promotions shall be made in accordance with applicable laws, government-wide regulations, and FAA directives.

Section 2. Promotion Plan Announcements for vacant positions in the bargaining unit (see Appendix I) in district offices shall be open for twenty-one (21) days. All applications must be received by the processing office within five (5) days after the closing date of the announcement.

Section 3. Applications for promotion shall be acknowledged by the receiving official, provided the applicant has filled out the return portion of the receipt form. The receipt shall be mailed to the applicant.

Section 4. Promotion Plan Announcements for bargaining unit positions within the area of consideration will be readily available in an area accessible to employees. Procedures will be developed at the local level.

Section 5. All vacancy announcements for bargaining unit positions shall be readily available immediately upon receipt at the FAA Academy in an effort to assure that they are available for at least ten (10) days prior to the closing date.

Section 6. Vacancy announcements for vacant positions in the bargaining unit (see Appendix I) shall contain the following information:

- a. announcement number;
- b. opening date;
- c. closing date;
- d. title, series, and grade(s) of the position(s), with the

- number of positions to be filled, except when an open continuous announcement is utilized;
- e. organizational location of position(s);
 - f. the area of consideration;
 - g. a brief summary of the duties of the position, with notice as to where additional information may be obtained;
 - h. the minimum eligibility requirements;
 - i. the experience and training required, when applicable;
 - j. the selective placement factors, if any;
 - k. where to submit applications;
 - l. a statement of equal employment opportunity;
 - m. a statement as to promotional potential, if known;
 - n. certificates or ratings required for the position;
 - o. technical specialty fields specified; and
 - p. the knowledge, skills, abilities and other characteristics required.

Item d. above does not preclude the filling of additional vacancies with candidates for the same vacancy announcement when it was not known at the time the announcement was published that an additional vacancy, or vacancies, for like positions at the same location would occur during the effective period of the selection list.

Section 7. Promotion plan announcements for full performance level positions within the unit shall include the statement, "Ingrade/downgrade applications will be accepted." The Employer retains the right to select promotion candidates.

Section 8. Upon request to the appropriate Human Resource Management Division, the following information shall be made available to the employee:

- a. whether the employee was found eligible on the basis of the minimum qualification requirements;
- b. whether the employee was one of those in the group from which selection was made;
- c. any record of formal or informal supervisory appraisal of past performance used in considering the employee for promotion; and
- d. who was selected for the position.

Section 9. If, as a result of a grievance being filed pertaining to this Article, and either the Employer agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, the employee shall receive priority consideration to the next comparable position to which the employee is fully qualified within that region.

Section 10. The Employer shall not limit the promotion potential of any employee who wishes to change specialties or units and is qualified.

Section 11. Union representatives shall be treated equitably in promotional consideration.

ARTICLE 21
TEMPORARY PROMOTIONS/DETAILS

Section 1. When it is known that a higher grade position will be vacant for a period of fifteen (15) days or more and a bargaining unit employee is or has been assigned to fill the position, that employee shall be given a temporary promotion. Temporary promotions shall be effected in accordance with applicable laws, government-wide regulations, and FAA directives governing such promotions.

Section 2. If administrative restrictions on promotions are imposed by an appropriate authority, the provisions of this Article do not apply while the restriction remains current.

Section 3. Nothing in this Article is intended to preclude an employee from being temporarily promoted two grades, provided that the employee meets all statutory and regulatory requirements for such temporary promotion.

Section 4. All temporary promotions will be recorded by use of a Standard Form 50, Notification of Personnel Action.

Section 5. Before detailing Union representatives, the Employer shall first consider other employees in accordance with Article 3, Section 6.

ARTICLE 22
RETURN RIGHTS FROM OVERSEAS LOCATIONS AND HOME LEAVE

Section 1. The agency's return rights program will be administered in accordance with applicable laws and government-wide regulations. In the event this program is subsequently changed, employees then on overseas tours are entitled, for the remainder of that tour, to the protection of the regulations under which they accepted the overseas assignment.

Section 2. An employee nearing the end of a tour of duty outside the contiguous United States shall notify the Employer not less than one hundred and twenty (120) nor more than one hundred and fifty (150) calendar days prior to the end of that tour of the employee's decision regarding the exercise of the employee's return rights. An employee's request to exercise return rights must be accompanied by a current SF 171.

Section 3. Employees exercising return rights to their home region shall be informed of all available positions in that region for which they are qualified, and the employee must make a choice from the position(s) thus offered. This shall then be the position in which the employee will be placed.

Section 4. The Employer will advise the employee of the employee's specific assignment at least sixty (60) calendar days prior to the expiration of the employee's current tour.

Section 5. If an appropriate position is not available within the employee's home region, the employee may remain overseas until an appropriate vacancy occurs, provided such an arrangement is satisfactory to the employee, the overseas organization, and the parent organization.

Section 6. The pay grade at which an employee returns from an overseas tour(s) shall be the highest grade allowable by applicable laws, and government-wide regulations.

Section 7. A full written explanation shall be provided to an employee upon request if the employee's tour of duty is terminated before its expiration.

Section 8. Home leave for eligible employees will accrue and will be granted in accordance with applicable laws and government-wide regulations. Such employees will be briefed on eligibility for home leave.

ARTICLE 23

MOVING EXPENSES/PERMANENT CHANGE OF STATION (PCS)

Section 1. Employees will be reimbursed for moving expenses to the extent permissible under applicable law and implementing agency directives.

Section 2. Employees will be reimbursed for subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Any time expended in a house-hunting trip is included in the initial 60-day period. Temporary quarters authorizations shall be extended in 30-day increments for compelling reasons in accordance with agency directives. Such reimbursement applies to moves within the United States, its territories and possessions, the Commonwealth of Puerto Rico, and the areas and installations in the Republic of Panama made available to the United States under the Panama Canal Treaty of 1977 and related agreements. The amount of such subsistence allowance payable for temporary quarters is prescribed in agency directives. Expenses for meals and incidentals will be reimbursed without receipts for amounts up to 46% of the applicable per diem rate. Expenses beyond this amount must be supported by receipts and circumstances which justify the higher expenses.

Section 3. Employees shall be authorized to use two automobiles in transferring provided they meet the criteria prescribed in agency directives.

Section 4. The Employer shall pay the shipping costs of

replacement vehicles to a post of duty outside the continental United States if:

- a. it was determined that it was in the Government's interest for the employee to have the vehicle being replaced and that it will continue to be in the Government's interest for the employee to have such a vehicle;
- b. more than four (4) years have elapsed since the date when the vehicle being replaced was transported; and
- c. the employee has been stationed continuously during the four-year period at permanent posts of duty located outside the continental United States.

If the above conditions are not met, no authority exists to ship an employee's replacement privately owned vehicle (POV) outside the continental United States at Government expense.

Section 5. The Employer shall make available to an employee who is changing station, all pertinent directives in connection with moving expenses and shall assist the employee in obtaining answers to any questions the employee may have.

Section 6. In the event an employee is unsuccessful in attaining journeyman status in a position to which transferred, the Employer agrees to pay the moving expenses of the employee to another bargaining unit position consistent with Section 1 of this Article provided:

- a. the Employer desires to retain the employee;
- b. a position and change of station funds are available. Moves under this Section are subordinate to other PCS moves in the allotment of travel funds.

Section 7. Employees may use the relocation services home sale assistance provided the one-way commute from the residence to the new duty station is at least thirty-five (35) miles farther than the commute to the former duty station. Employees who choose to sell their homes using relocation assistance are required to market their homes for thirty (30) days under the Market Assistance Program concurrently with using relocation home sales assistance. To be eligible for residence sale and purchase entitlement, the employee's new residence must be at least thirty (30) minutes closer to the new duty station than the former residence was.

Section 8. Reimbursement for PCS transfers for ingrade or downgrade reassignments shall not be made more than once within any one-year period. Employees will not be entitled to PCS reimbursement when their new duty station is less than 35 miles from the old duty station.

ARTICLE 24 TRAVEL EXPENSES FOR INTERVIEWS

Section 1. If the Employer determines that personal interviews of employees are required in filling a position in the bargaining

unit, travel expenses will be paid in accordance with applicable government-wide travel regulations.

Section 2. The Employer shall treat all referred employees equitably throughout the selection process.

ARTICLE 25
TEMPORARY ASSIGNMENT AND ASSOCIATED PER DIEM

Section 1. Prior to temporary nontraining assignments away from the organizational unit's area of responsibility, volunteers shall be solicited. Seniority shall be used to the extent possible, providing the senior volunteer meets the qualifications as determined by the Employer to carry out the job requirements. Seniority shall be based on Service Computation Date (SCD). In the event of identical SCD's, FAA/CAA seniority shall prevail. In the absence of qualified volunteers, the Employer shall make assignments from among qualified employees on an equitable basis. Seniority shall also govern the right of first refusal in this latter instance.

Section 2. Before an employee is required to travel on official business, the employee shall be granted an advance of funds if the employee so requests. The amount of the advance of funds is calculated as follows:

- a. Employees shall be granted the maximum allowable travel advance under government-wide rules and regulations.
- b. Employees on continuing travel shall be granted a continuing travel advance covering up to forty-five (45) days of travel in accordance with item a. above. Such advances shall be liquidated when an employee is not on continuing travel for more than thirty (30) days.
- c. Forms of payment covered for travel advances shall be as prescribed by government-wide rules and regulations.

Section 3. In order to prevent an undue financial burden upon the employee, travel vouchers are to be processed in accordance with the following time limits:

- a. Employees should submit vouchers to approving officials within three (3) workdays of completion of trips or periodically as needed during extended travel assignments. If extenuating circumstances exist, an extension shall be granted. Vouchers may be handwritten legibly in ink.
- b. The approving official will submit the voucher to the servicing accounting office within two (2) workdays of receipt or return it to the traveler for revision if needed.
- c. The accounting office will process all temporary duty vouchers within ten (10) workdays of receipt.

In the case of a questionable item or items on a submitted travel voucher, the amount may be withheld by the paying office, pending clarification, but the balance of the claim is to be paid promptly.

Section 4. All matters not specified above, relating to temporary assignments and associated per diem, shall be governed by government-wide rules and regulations.

Section 5. When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the 48 contiguous states (CONUS), a rest period not in excess of 24 hours will be authorized or approved when air travel between the duty points is by less-than-first-class accommodations and the scheduled flight time (including stopovers of less than eight hours) exceeds 14 hours by a direct or usually traveled route.

Section 6. In order to protect the employee against adverse impact that may result from the use of a government credit card, the Employer agrees to the following:

- a. No credit check will be performed on employees.
- b. In case of a disputed bill, the employee may deduct the disputed portion of the bill, but shall pay the balance.
- c. The employee will not be responsible for fraudulent charges on a lost or stolen credit card, provided the employee notifies the contractor promptly of the loss.

ARTICLE 26 LOCAL/WORK SITE TRAVEL

Section 1. Employees not in travel status, whose duties require travel to other work sites from official duty locations, shall perform such travel in official duty status.

Section 2. When an employee is authorized to use a privately owned vehicle (POV) instead of an available government owned vehicle (GOV), mileage will be paid at the rate consistent with applicable government-wide regulations.

Section 3. When an employee is authorized to travel by POV from the employee's residence to a work site in the vicinity of the employee's official duty station, a mileage allowance will be payable for the distance in excess of the usual commuting distance between residence and permanent duty station. Mileage reimbursement for the entire distance between residence and work site shall only be paid for unusual circumstances as prescribed by agency directives.

Section 4. Local travel time and mileage will be compensated in accordance with applicable law and regulations.

Section 5. An employee assigned work away from their duty station, may be authorized to take the GOV home, if the Employer determines that the practice will result in time and mileage saved by traveling to the duty station to pick up the GOV and is otherwise advantageous to the government in accordance with applicable

government-wide regulations.

ARTICLE 27 CULTURAL DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties are committed to the principles of equal employment opportunity (EEO), which includes seeking cultural diversity in the workforce and the Union. To that end, the Parties will support positive programs that have as their objectives the realization and manifestation of their commitment.

Section 2. The Parties are committed to administering this Agreement and conducting the full range of their labor-management activities in a fair manner, consistent with applicable civil rights laws. Therefore, in administering this Agreement, conducting Union activities, managing the Employer's operations, and engaging in joint Union/Employer endeavors, the Parties shall not discriminate against any employee on account of sex, race, religion, color, national origin, age (40 years or older), and physical or mental impairment, which is not disqualifying for the employee's position.

Section 3. The Parties shall establish a national Cultural Diversity/EEO committee with equal representation, not to exceed two (2) from each Party, to meet annually and at other times. Such meetings shall be by mutual agreement. The committee will review the Parties' respective policies and practices. To the extent permitted by law and regulation, the Parties shall exchange information that is relevant and necessary for the proper functioning of the committee. Union members of the committee shall be on official time, travel, and per diem for these meetings. Within sixty (60) days after the committee's annual meeting, the committee shall provide a report on its findings and recommendations to the National Branch Agent and the Director, Flight Standards Service.

Section 4. The Regional Business Agents and Union representatives at the office level shall be provided a current list of regional EEO counselors and information on the discrimination complaint system.

ARTICLE 28 TRAINING

Section 1. FAA sponsored programs provide for the training of employees in the performance of their official duties or for the development of specialized knowledge, skills, and abilities necessary for the performance of their official duties.

Section 2. The Employer determines individual training needs and the methods by which that training will be accomplished. Training assignments will be made by the Employer based on the needs of the

organization with consideration to budget limitations and the training needs for an employee to perform job functions or for career development as specified in Section 3 of this Article. Employees will be considered for training in a fair and equitable manner.

Section 3. When the Employer determines that training is desirable for current job performance or to learn new methods or equipment, those employees whose duties require, or will require the training shall be considered for that training. The Employer shall notify the employee of the training assignment as far as possible in advance. The Employer will endeavor to resolve hardships caused to employees scheduled to attend training outside of the commuting area provided the employee informs the supervisor of such hardship as far in advance as possible.

Section 4. It is recognized that adequacy of training may be affected by the environment in which it is accomplished. The Employer will endeavor to provide an environment conducive to the learning process.

Section 5. The Employer will make a reasonable effort to assure that employees enrolled in approved computerbased instruction (CBI) training will be relieved of other duties while directly engaged in the training. Normally, employees shall be provided seven (7) days notice before a CBI course is scheduled to begin. If an employee's CBI training session is terminated due to equipment failure or because the Employer requires that the employee performs other work, the employee will be entitled to restart the lesson. In such cases, the employee will be scheduled to attend the next available CBI training session at the employee's office as operational requirements permit.

Section 6. Annual leave of five (5) or more days which has been approved and scheduled in advance shall not be canceled to accommodate attendance at a training course unless the employee agrees to cancel the leave.

Section 7. The Employer will post in a conspicuous place at each office the annual call for training, training assignments, and training cancellations.

ARTICLE 29 NATIONAL TRAINING AND AUTOMATION COMMITTEE

Section 1. The Parties recognize the importance of an effective career development and training program in accomplishing the FAA's mission.

Section 2. The Employer has established the national "Training and Automation Committee." This committee meets on a regular basis to discuss and make recommendations to the Director, Flight Standards

Service, on training and automation matters. The Union may appoint one (1) representative to participate on the Committee. Duty status, travel and per diem shall be in accordance with Article 14, Section 2.

ARTICLE 30 FAA TECHNICAL TRAINING TRAVEL

Section 1. The Parties recognize that the frequent assignment of Flight Standards employees to recurring training, leading to qualification and/or maintenance of qualifications, creates an unusual situation not experienced by other travelers. When an employee (if employed in the contiguous 48 states) is issued a travel order to attend a training course of more than fifteen (15) class days, the employee shall be authorized travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the Government. POV travel expenses to and from the training site shall be paid at the rate applicable to such travel as prescribed by agency-wide directives. Payment for local mileage is not authorized.

Section 2. An employee, otherwise entitled to POV under Section 1 of this Article, may elect to use common air carrier for travel to and from the training site, and use of a rental vehicle on a flat-rate basis while at training. No extra charge for miles driven will be paid. Allowable reimbursement shall not exceed authorized mileage and per diem expenses which would have been incurred had the employee traveled by POV to and from the training site. Such travel shall be deemed to be advantageous to the Government. Rental cars shall be obtained from the GSA supply contract when practicable. The cost of common air carrier, plus rental car cost, may not exceed the constructive cost of POV.

Section 3. An employee assigned to a duty location outside the 48 contiguous states who is assigned training will be authorized transportation by commercial air carrier to and from the training site. In addition, any such employee who is issued a travel order to attend training for courses more than fifteen (15) class days will be authorized the use of rental car on a flat-rate basis. The maximum entitlement under this Section shall be determined by constructive cost procedures based on POV advantageous to the Government from the designated port of entry to the training site and return, minus the cost of roundtrip air fare between the employee's office and the training site. Local mileage is not authorized. The designated port of entries are as follows:

<u>Office</u>	<u>Port of Entry</u>
Anchorage	Seattle
Fairbanks	Seattle
Juneau	Seattle
Honolulu	Los Angeles
San Juan	Miami
Frankfurt	New York

London
Singapore
Brussels

New York
Los Angeles
New York

Section 4. To the maximum extent practicable, the Employer shall schedule the time to be spent by an employee in a travel status away from the employee's official duty station within the regularly scheduled workweek of the employee. When travel must be accomplished outside of the employee's regularly scheduled tour of duty, and the employee cannot be compensated, the Employer shall record the reasons for scheduling travel during nonduty hours and shall furnish a copy to the employee upon request. Employees will be compensated for any travel that is compensable under agency-wide directives.

Section 5. The Employer will authorize an employee traveling by common carrier to attend training for more than fifteen (15) class days an excess baggage allowance of two additional bags.

Section 6. All travel and per diem to training will be administered uniformly in accordance with nationally developed regulations and the provisions of this Agreement and will not be locally supplemented. The authorized per diem allowance for an employee attending the Academy shall not be reduced unless the employee is scheduled to attend a course lasting longer than fifteen (15) class days.

Section 7. An employee attending a course or consecutive courses of more than thirty (30) actual class days shall be allowed one round trip to the employee's home station during that period. The travel must be accomplished during the employee's regularly scheduled off duty time and may not be taken in conjunction with annual or sick leave. Subsequent travel will be allowed in the same fashion for every additional thirty (30) class days of the same temporary duty assignment. The computation of class days under this Section, and this Section only, shall include holidays.

Section 8. The Employer recognizes the need for local transportation for employees assigned to out of agency technical training; therefore, the use of a rental car at the training site will be authorized where appropriate. A rental car shall be deemed appropriate when there is no transportation to and from temporary quarters and the training facility. Rental cars shall be obtained from the GSA Supply Contract when practicable.

ARTICLE 31 ON-THE-JOB TRAINING

Section 1. Flight Standards On-the-Job training (OJT) is a planned training activity performed at the work site to provide direct experience in the work environment in which the employee is or will be performing.

Section 2. The Flight Standards OJT training program shall be conducted in accordance with applicable FAA directives. The Employer shall select OJT instructors based on the employee's qualifications.

Section 3. The Employer shall rotate OJT instructor duties unless employees are permanently assigned such duties.

Section 4. The Employer shall meet and discuss the OJT program with new employees and designated instructors prior to the start of the program.

ARTICLE 32 OFF-DUTY EDUCATION

Section 1. Employees are encouraged to participate in work-related off-duty education. Prior to approving any request for schedule changes for off-duty education, the Employer will consider the impact of the change on other employees.

Section 2. The Employer will endeavor to inform all employees of the opportunities and assistance available under applicable law and government sponsored programs, such as the tuition assistance program.

ARTICLE 33 CORRESPONDENCE COURSES

Section 1. Correspondence courses, both required and voluntary, can result in improved employee performance and ability.

Section 2. Supervisors may allow employees voluntarily participating in job-related correspondence courses to devote a maximum of two (2) hours per pay period of duty time to the study of these courses.

Section 3. When directed by job requirements, and in accordance with agency training directives, the Employer shall determine the amount of duty time needed to complete required correspondence courses and assure that such duty time is made available to the employee to work on completion of the course.

ARTICLE 34 TEMPORARY ASSIGNMENTS AT THE MIKE MONRONEY AERONAUTICAL CENTER

Section 1. Employees assigned to temporary duty at the Mike Monroney Aeronautical Center shall comply with the policies, procedures, and regulations of the center.

Section 2. In all matters, the employee is covered by the

provisions of this Agreement.

ARTICLE 35 CHILD CARE CENTERS

Section 1. In accordance with governing regulations, the Employer may provide available government-owned or leased space and space-related services without charge for the purpose of establishing child care facilities in or near FAA facilities. Factors that impact the Employer's ability to provide such space include the availability of space and/or funds, the number of employees in a location, and the demand for child care at that location as indicated by a needs assessment survey.

Section 2. The Parties recognize that employees may have special child care needs while attending resident training at the FAA Academy and following a promotion/reassignment involving a relocation. The Employer agrees to publish available lists of child care centers in the Oklahoma City area as an attachment to the FAA Notice on Student Housing Information. The Employer assumes no responsibility as to the quality of service, certification (state, county or city, etc.) or reliability of the listed child care centers.

Section 3. Resource information for family needs is provided under the agency relocation assistance program. Such information may cover child care services when available.

Section 4. It is the employee's responsibility for selecting and making individual arrangements concerning child care centers.

ARTICLE 36 HAZARDOUS DUTY PAY

Section 1. Employees who perform duty involving exposure to hazardous or physical hardships shall be paid hazardous duty pay in accordance with applicable laws and government-wide regulations.

Section 2. Recommendations may be made by the Employer to OPM to amend the rate of hazard pay differential paid to employees. If the Employer decides to recommend changes, the Employer shall provide the Union at the national level a copy of its proposed request to OPM, and attempt to obtain consensus with the Union on the following:

- a. the nature of the duty;
- b. the degree to which the employee is exposed to hazard or physical hardship;
- c. the length of time during which the duty will continue to exist;
- d. the degree to which control may be exercised over the physical hardship or hazard.

Section 3. The Employer shall notify the Union, at the appropriate level, whenever a risk assessment is to be conducted for the purpose of entitlements under Section 1 of this Article. The Union shall be given the opportunity to comment and provide additional information that could be used in a risk assessment.

ARTICLE 37 FOREIGN DUTY

Section 1. Any employee assigned duty outside the United States shall be covered by this Agreement, unless there is a conflict with State Department regulations or specific requirements regarding that assignment.

Section 2. Any employee while on official duty who is detained or held hostage due to a hijacking, act of war, hostility, or any foreign turmoil, shall have all pay, per diem, and travel forwarded to that employee's designated personal representative (spouse if not designated) in accordance with applicable laws and government-wide regulations.

ARTICLE 38 OVERTIME

Section 1. Employees shall be compensated for scheduled and approved overtime work performed by employees in accordance with applicable laws, government-wide regulations, and agency directives.

Section 2. Whenever the Employer schedules overtime work for employees, such overtime work shall be made available to qualified employees on an equitable basis.

Section 3. An employee scheduled to work overtime may secure a replacement and, provided the replacement is both qualified and acceptable to the Employer, the employee will be relieved of the assignment. If the employee is unable to secure a replacement qualified and acceptable to the supervisor, the employee will work the overtime.

Section 4. Employees called back to their post of duty to perform overtime work after completion of their regularly scheduled work day shall be paid a minimum of two (2) hours of overtime pay or receive a minimum of two (2) hours compensatory time, as appropriate, for each such occurrence.

Section 5. Whenever possible, employees shall be notified of scheduled overtime assignments at least twenty-four (24) hours in advance.

ARTICLE 39
TELEPHONE AVAILABILITY

Section 1. The objectives of the FAA Flight Standards Service policy regarding telephone availability will include:

- a. minimizing restrictions on employees' off-duty activities; and
- b. paying employees for work authorized under this Article.

Section 2. The telephone availability procedure shall be negotiated at the office level. Such procedure will be consistent with the following criteria:

- a. The schedule must satisfy office coverage requirements.
- b. The Employer shall assign telephone availability to employees in a fair and equitable manner.
- c. When the Employer initiates assignment changes, the Employer shall make the appropriate notifications.
- d. The employee first contacted is responsible for taking appropriate action to respond to accidents, incidents, and other aviation related occurrences.
- e. Employees may trade assignments with other employees, provided the replacement is qualified and acceptable to the employees' supervisor(s). Employees making such trades are responsible for providing appropriate notification to the designated control points.
- f. Should the contacted employee need or desire relief from this responsibility, the employee may request such relief from the Employer who shall make reasonable efforts to accommodate the request.

Section 3. Normally, inspectors shall be contacted by a designated control point and only for matters that require immediate action. Inspectors shall respond to calls requiring action as soon as reasonably possible.

Section 4. At the employee's request, the Employer shall provide employees an electronic signaling device (e.g., beeper, cellular phone, etc.) to minimize restrictions on employees' off-duty activities. Employees shall not be restricted to a post of duty, have their activities limited, and be required to be in a state of readiness to perform work.

Section 5. Annual leave approved in advance shall not be canceled or adjusted to place an employee on telephone availability.

Section 6. Employees in an approved off-site training course or other duties outside the geographic boundaries of the District Office shall not be placed on telephone availability.

Section 7. The Employer shall establish a joint work group to review the requirements for telephone availability of inspectors in light of industry and Employer organizational changes and

advances in communication technology. The work group shall meet within ninety (90) days after this Agreement is approved. The work group will be comprised of four (4) members. The Union may appoint two (2) representatives to serve on the work group. Official time, travel and per diem shall be provided. The work group's recommendation shall be submitted within thirty (30) days of the meeting to the Director, Flight Standard Service for action.

2
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min
Section 8. Employees who perform work under this Article are compensated for actual time worked. Overtime work performed under this Article shall be compensated in accordance with Article 38. In all cases, the employee must provide acceptable documentation to the supervisor to justify compensation for work performed under this Article. As a minimum, such documentation shall include the dates, start and stop times, and brief descriptions of work performed. Employees shall provide this documentation normally within the same pay period that the work occurred. Documentation submitted after two pay periods may be disapproved as untimely filed.

ARTICLE 40 FAIR LABOR STANDARDS ACT (FLSA) AMENDMENTS

Section 1. FLSA Amendments of 1974 (Public Law 93-259) extends coverage to all nonexempt members of the bargaining unit.

Section 2. When a nonexempt employee has entitlement under both FLSA and Title 5, U.S.C., the employee shall be paid under whichever statute provides the greater benefit to the employee.

Section 3. Overtime paid under the provisions of the FLSA is not subject to the aggregate salary limitations otherwise imposed under 5 U.S.C. 5547.

Section 4. All nonexempt members of the unit are entitled to the expanded benefits pertaining to travel time as "hours of work" under FLSA provided they meet the specific criteria of the law and Office of Personnel Management regulations.

ARTICLE 41 COMPENSATORY TIME

Section 1. Compensatory time can be both an effective tool and a desirable benefit for the employee. The assigning, requesting, and approval of compensatory time will be done in accordance with applicable laws, government-wide regulations, and FAA directives.

Section 2. In accordance with applicable laws and regulations, an employee may request overtime in lieu of compensatory time. The Employer shall not deny that request except for good cause.

Section 3. In accordance with applicable laws and regulations, an

employee may request compensatory time in order to complete legitimate work functions.

Section 4. Within one hundred twenty (120) days after this Agreement is approved, the Employer shall establish a national policy covering employees accumulation and use of compensatory time.

ARTICLE 42 PAY AND COMPENSATION

Section 1. Employees shall be paid in accordance with applicable laws and government-wide regulations.

Section 2. Promotions to positions within the unit shall be effected on the beginning of the first full pay period after the employee is selected and assumes the duties of the position.

Section 3. Except where specifically precluded by law or regulations, when an employee concurrently receives two (2) pay benefits (e.g., within-grade increase and promotion), the changes shall be effected in the order that provides the maximum pay benefit to the employee.

Section 4. An employee who is promoted to a higher grade position at a different duty location will be promoted when the employee enters on duty in the new position.

Section 5. When it has been determined that, through administrative error or oversight, the employee is denied benefits or pay to which the employee is otherwise entitled, or has been given more benefits or pay than the employee is entitled to, adjustments of said benefits shall be made as quickly as possible.

- a. Prior to establishing repayment schedules for significant indebtedness, the Employer agrees to give full consideration to employee claims of undue hardship of repayment schedules, providing they are timely and are submitted in accordance with FAA directives.
- b. Requests for waiver of repayment of amounts aggregating not more than \$500.00 shall be made in accordance with applicable FAA directives.

Section 6. Eligible employees shall earn an additional premium percentage of their basic rate of pay for each hour of regularly scheduled Sunday work which is not overtime work, and which is not in excess of eight (8) hours. If the employee is on leave for these hours which actually fall on Sunday, the employee is not eligible for the premium pay.

Section 7. If an employee does not receive a salary payment on the regular delivery date, the employee may advise the supervisor who shall promptly notify the payroll office, and otherwise assist the

employee in tracing the salary payment or obtaining a substitute salary payment. The payroll office shall give priority assistance to lost salary payment cases and shall inform the employee as soon as possible of the status of the search or reissuance.

Section 8. The Employer agrees to reimburse the employee for the cost of the required airman medical examination leading to the issuance of an airman medical certificate required to perform job functions.

Section 9. W-2 Forms, Wage and Tax Statements, etc., shall be distributed to employees as soon as possible, but no later than January 31 of each year.

Section 10. On March 2, 1992, the Parties entered into a Memorandum of Understanding which represents the final and binding resolution of any impact and implementation bargaining between the Professional Airways Systems Specialists, multi-unit (Airways Facilities, Flight Standards, Office of Aviation Systems Standards) and the Federal Aviation Administration concerning the Federal Employees Pay Comparability Act of 1990. (See Appendix II.)

ARTICLE 43 TIME-IN-GRADE

Section 1. Time-in-Grade restrictions for promotions to bargaining unit positions are subject to 5 CFR Part 300, Sections 300.601 through 605.

ARTICLE 44 GRADE AND PAY RETENTION

Section 1. An employee who is placed in a lower grade position shall be entitled to grade and pay retention to the extent permissible under 5 U.S.C. 5361-5366, implementing government-wide regulations, and FAA directives.

ARTICLE 45 RETIREMENT AND OTHER BENEFITS

Section 1. The Employer recognizes its obligation to inform employees of the benefits for which they may be eligible, and to assist them in initiating claims for these benefits. The Employer agrees to take affirmative action to fulfill this obligation.

Section 2. The Employer shall assure that FAA personnel actions relating to the death of an employee are processed promptly so that there is no loss of benefits or undue delay.

Section 3. The Employer shall provide a retirement planning program to be made available annually in which all employees, with no more than three (3) years service remaining prior to their

eligibility, may voluntarily participate during duty time. It shall include, but not be limited to, individual counseling, assistance, information and materials.

Section 4. The Employer shall make reasonable efforts to notify the next of kin promptly of benefits to which they may be entitled and assist them in filing appropriate claims. The Employer shall make a reasonable effort to have a representative visit with the deceased employee's next of kin if so requested.

Section 5. A copy of benefits' brochures and pamphlets shall be provided to the National Branch Agent and the Regional Business Agents of the Union upon request.

Section 6. The Employer will inform employees during the Annual Health Benefit Plan "Open Season" of their right to enroll in a plan, change options within a plan, or change to a different plan.

Section 7. Upon the employee's request, the Employer shall assure that the most recent version of health benefit brochures and forms are available to employees for their review.

Section 8. In order to minimize the processing time, employees are encouraged to submit their application for retirement to the appropriate regional Human Resource Management Division sixty (60) days in advance of the employee's retirement date.

Section 9. Former employees who file retirement applications under Section 8 of this Article and who do not receive their annuity compensation within ninety (90) days after separation may request the appropriate regional Human Resource Management Division to initiate a follow-up inquiry to the Office of Personnel Management on their behalf. Final decisions on an employee's retirement are solely within the control of the Office of Personnel Management.

ARTICLE 46 PERFORMANCE AND INCENTIVE AWARDS

Section 1. Performance appraisal related awards shall be used exclusively for rewarding employees in the performance of assigned duties, including on-the-job training. These awards will be administered in a fair and equitable manner and in accordance with the government-wide regulations and the Employer's Performance Management System directives.

Section 2. Incentive awards, cash or honorary, shall be used for rewarding employees for contributions resulting in benefits, either tangible or intangible, or savings to the Government.

Section 3. The Employer shall notify the appropriate Union representative, in writing, when an employee receives an award. Performance awards will not be specifically identified by rating

unless the Employer elects to publicize these awards in that manner.

Section 4. The Employer agrees to communicate the basis for the incentive award system to each employee, on an annual basis.

ARTICLE 47 EMPLOYEE ALLOTMENTS

Section 1. In the event the Union enters into any agreement establishing a service or benefit, employee allotments of pay shall be authorized to the limit established by Treasury regulations.

ARTICLE 48 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer shall routinely publicize information about the services available from the Employee Assistance Program (EAP).

Section 2. When an employee requests assistance from the EAP, the Employer shall make reasonable efforts to cooperate with the employee in obtaining the service.

Section 3. An employee's confidentiality shall be protected in accordance with EAP requirements.

Section 4. Union representatives will be briefed in accordance with the agency's EAP contract.

ARTICLE 49 HOLIDAYS

Section 1. When a holiday falls on an employee's regular day off (RDO), the following days shall be observed in lieu of the actual holidays:

a. Scheduled 5-Day Work Week:

Scheduled Days Off	When Actual Holiday Falls On	Days Observed In Lieu Of The Holiday
Saturday-Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday-Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday-Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday

Tuesday-Wednesday	Tuesday Wednesday	Following Thursday Preceding Monday
Wednesday-Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday-Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday-Saturday	Friday Saturday	Following Sunday Preceding Thursday

b. Scheduled 4-Day Work Week (Four Tens):

Scheduled Days Off	When Actual Holiday Falls On	Days Observed In Lieu Of The Holiday
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Preceding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	Preceding Friday

c. Scheduled Eight Nines, One Eight, One RDO Work Period:

Scheduled Days Off	When Actual Holiday Falls On	Days Observed In Lieu Of The Holiday
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Preceding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	Preceding Friday

Section 2. To the extent that operational requirements allow, employees shall be scheduled to work holidays in a fair and equitable manner.

Section 3. To the extent that operational requirements allow, the Employer shall post a list of employees assigned to work an actual holiday thirty (30) days in advance.

ARTICLE 50
ANNUAL LEAVE

Section 1. Annual leave shall be available for vacation purposes to each eligible employee to take at least three (3) consecutive weeks leave during the year except when longer periods can be provided at the local level. This leave shall not be canceled or rescheduled except for unforeseen operational requirements or at the request of the employee. Employees will submit their requests before February 1, and the schedule will be posted by March 1 of

the calendar year.

Section 2. The Employer shall make a reasonable effort to grant each employee who desires it two (2) weeks of leave during prime vacation time periods. The provisions of this Section do not apply to employees previously scheduled for training during the prime vacation time periods.

Section 3. The office manager and the Union representative at the office level shall jointly establish prime vacation time periods.

Section 4. Conflicts concerning employees' annual leave requests shall be resolved on the basis of seniority. An employee's seniority shall be based upon the employee's service computation date (SCD). In the event of identical SCD's, FAA/CAA seniority shall prevail.

Section 5. The Employer shall make reasonable efforts to allow employees to use annual leave throughout the leave year in which it is earned. Accrued annual leave may be carried over to the next leave year in accordance with applicable laws and government-wide regulations.

Section 6. Requests for leave due to illness in the employee's immediate family shall be given priority consideration and shall be granted unless operational requirements will not permit it to be granted. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law and relatives permanently residing in the employee's household or with whom the employee permanently resides.

Section 7. In the event of a death in the employee's immediate family, as defined in Section 6 of this Article, annual leave shall be granted. The amount of leave will depend upon the circumstances in each individual case.

Section 8. Requests for annual leave to observe a special religious holiday or the employee's birthday shall be granted if operational requirements permit.

Section 9. While it is desirable to schedule planned annual leave under Section 1 of this Article, requests for annual leave other than that posted on the March 1 schedule shall be submitted at least five (5) days in advance. The employee at the employee's option shall be given a decision within two (2) working days of the request or sooner if possible. Employees submitting leave requests with less than five (5) days advance notice will be given a decision on the request as soon as possible.

Section 10. Annual leave may be authorized in conjunction with training and other work assignments.

ARTICLE 51
LEAVE WITHOUT PAY FOR COMPASSIONATE REASONS

Section 1. The Employer recognizes that Leave Without Pay (LWOP) granted to employees for compassionate reasons, such as care for elderly parents, sick family members, etc., may be in the best interest of the employee and the Employer.

Section 2. Where operational requirements permit, the Employer shall grant LWOP requests under this Article in increments of up to three (3) months.

ARTICLE 52
SICK LEAVE

Section 1. Employees earn and may be granted sick leave in accordance with applicable laws and regulations.

Section 2. Sick leave for medical, dental or optical examination or treatment shall be granted provided it is requested in advance and consistent with operational requirements. Under circumstances involving a contagious disease which requires isolation, quarantine, or restriction of movement of a member of an employee's immediate family, sick leave may be granted if the employee is required to care for the patient or the employee's presence at work might endanger the health of the employee's co-workers.

Section 3. Requests for unanticipated sick leave shall be made as soon as possible, but usually within two (2) hours of the employee's scheduled starting time. If the degree of illness or injury prohibits compliance with the two (2) hours time limit, the employee must notify the employee's supervisor as soon as possible.

Section 4. When requesting sick leave, the employee shall notify the Employer of the nature of the illness if known. An employee shall be required to furnish a medical certificate for absences of four (4) or more workdays, except that this requirement may be waived by the Employer in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not consulting a physician, may be accepted as supporting evidence by the supervisor.

Section 5. Where there is reasonable cause to believe the employee may be abusing sick leave, the employee shall be advised in writing of the reasons a medical certificate may be required for each subsequent absence. If reasonable cause continues to exist, an employee may be given written notice that the employee will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate. When the supervisor determines that the requirement is no longer necessary, the employee shall be notified, and the notice shall be removed from the employee's

official personnel folder.

Section 6. Whenever an employee's request for sick leave is disapproved, the employee will be given a reason for the disapproval.

Section 7. Request for sick leave and individual sick leave records shall not be generally accessible or distributed as general information.

Section 8. An employee may be granted an advance of up to thirty (30) days sick leave for serious disability or ailment, except when:

- a. it is known that the employee does not intend to return to duty or when available information indicates that the employee's return is only a remote possibility;
- b. the employee is absent because a member of the employee's family has a contagious disease;
- c. the employee filed or the agency has filed an application for disability retirement; or
- d. the employee has signified the intention of resigning for disability.

Section 9. Generally, sick leave usage will not be a factor for any personnel action.

Section 10. There shall be no sick leave counseling based solely on an established number of sick leave hours used.

Section 11. The Employer shall make a reasonable effort to arrange for transportation of a seriously ill or injured employee at work to a physician or medical facility.

Section 12. When an employee is unable to do so because of serious injury or illness, the Employer shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

ARTICLE 53 MATERNITY/PATERNITY ABSENCES

Section 1. Any absence for maternity reasons may be charged to a combination of sick leave, annual leave, and leave without pay. An employee may use sick leave when she is unable to perform the duties of her job as a result of pregnancy and while she is recovering from childbirth. Subject to operational requirements, other absences may be charged to annual leave or leave without pay (LWOP).

Section 2. Any absence for paternity reasons may be charged to annual leave or LWOP. Such absences are subject to operational requirements.

Section 3. LWOP not to exceed twelve (12) months may be granted to employees to care for their newborn or adoptive infant if operational requirements permit. Employees on LWOP under this Article may be recalled to duty upon thirty (30) days written notice.

ARTICLE 54 JURY DUTY AND COURT LEAVE

Section 1. Performance of jury duty is a civic responsibility.

Section 2. An employee on court leave shall be entitled to pay in accordance with applicable laws and government-wide regulations. Employees assigned to night duty may be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

Section 3. At the request of an employee who has been granted court leave, the employee's regular days off shall be changed to coincide with the employee's jury service regular days off. This change of the employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for the employee's rescheduled tour of duty.

Section 4. When an employee is summoned as a witness in a judicial proceeding to testify in a nonofficial capacity on behalf of a state or local government, the employee is entitled to court leave during the time the employee is absent as a witness. When an employee is summoned or assigned by the agency to testify in a nonofficial capacity on behalf of the United States Government or the Government of the District of Columbia, the employee is in an official duty status as distinguished from a leave status. An employee who appears as a witness in a nonofficial capacity on behalf of a private party, in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party is entitled to court leave.

ARTICLE 55 ABSENCE FOR UNION BUSINESS

Section 1. Union representatives and employees may be granted annual leave or leave without pay to attend local union meetings as operational requirements permit.

Section 2. Union representatives may be granted annual leave or leave without pay to attend the conventions of the Union or similar national union meetings as operational requirements permit. Any such leave must be requested at least forty-five (45) days in advance.

Section 3. All other requests for absence to participate in union related activities not specifically addressed in this Agreement will be assessed as with any other request for annual leave or leave without pay under Article 50.

ARTICLE 56 LEAVE CONVERSION

Section 1. Approved absence otherwise chargeable to sick leave may be changed to annual leave or compensatory time if requested by the employee.

Section 2. An employee who is on annual leave or compensatory time and becomes ill, may change that annual leave or compensatory time to sick leave provided the employee submits documentation as described in Article 52, Section 4. Normally, this documentation shall be provided to the supervisor within five (5) days from the employee's return to duty unless otherwise specified by the supervisor.

Section 3. The Employee shall submit all such requests relating to this Article to the employee's supervisor within one (1) pay period upon the employee's return to duty.

ARTICLE 57 LEAVE BANK

Section 1. The Parties recognize the value of the pilot leave transfer program that permits employees to donate annual leave for use of other Federal employees for a personal medical or family medical emergency.

Section 2. The Employer agrees to meet with the Union within ninety (90) days of the time the Office of Personnel Management issues final regulations to discuss the implementing rules to govern this program.

ARTICLE 58 ABSENCES FOR SPECIAL CIRCUMSTANCES

Section 1. Administrative leave is an excused absence from duty without loss of pay.

Section 2. The types of absences included in this Article are those which have been provided by law, government-wide regulation, and other administrative authority as being appropriate for excused absence for brief periods of time. Decisions regarding the approval of excused absence shall be made by the Employer.

Section 3. With respect to hazardous weather or other emergency conditions:

a. Employees are expected to make every practicable effort to

- report for duty.
- b. Excused absence should be coordinated as far in advance as practicable with the release of employees from other Federal agencies in the vicinity.
 - c. In making the determination to grant excused absence, the Employer shall consider current and forecast meteorological information, state and local police reports, and other available sources of information.
 - d. When the Employer determines that hazardous weather conditions exist or are imminent, employees that can be spared from duty may be granted excused absence.
 - e. The Employer shall make reasonable efforts to notify the employee.
 - f. In the event of a bomb threat or when the Employer determines that a life threatening condition exists at an office, affected employees shall be immediately released from the potentially hazardous work area. In such cases, employees shall depart to a safe area in close proximity to the work area so as to be immediately available to return to the work area when the work area is determined to be safe by the Employer. If warranted, the Employer shall make appropriate arrangements to ensure a safe work area such as temporarily moving employees to other work areas.

Section 4. Employees are encouraged to donate blood. Employees who donate blood may be excused from duty up to four (4) hours. Such absences require prior supervisory approval.

Section 5. The Parties agree that where voting polls are not open for three (3) hours before or after working hours, an employee may be granted an amount of excused absence which shall permit the employee to report for work three (3) hours after the polls open or leave work (3) hours before the polls close.

Section 6. For other special circumstances, a supervisor may grant excused absence for brief periods of time (less than one (1) hour).

ARTICLE 59 PART-TIME EMPLOYMENT

Section 1. Consistent with 5 U.S.C. Chapter 34 and operational requirements, it is the intent of the Employer to make part-time career employment opportunities available. Employees requesting part-time employment, including job sharing, shall state their reasons in writing through their supervisors to their office managers. Denials of requests for part-time employment will be discussed with the employees. Upon request, the Employer shall provide, in writing, the reasons for the denial.

Section 2. The Employer may change employees' work schedules from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in work load or training needs.

Section 3. Before an employee is assigned to a part-time position, the Employer shall brief the employee on the impact of this assignment on the following: retirement, reduction in force, health and life insurance, promotion, and step increases.

Section 4. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, completion of probationary period, within-grade increases, leave accrual rate, and time-in-grade restrictions on advancement.

ARTICLE 60 ALTERNATIVE WORK SCHEDULES (AWS) PROGRAM

It is the intent of the Parties that employees shall have the opportunity to enjoy the benefits of the AWS program.

Section 1. Definitions:

- a. Normal Tour of Duty. A workday consisting of eight hours, exclusive of designated meal periods; normally scheduled Monday through Friday.
- b. Alternative Work Schedule (AWS). A term which encompasses the many different types of flexible and compressed work schedules which offer alternatives to the traditional fixed work schedule.
- c. Flexitime. An AWS within a normal workweek consisting of flexible time bands and core time bands.
- d. Flexible Time Bands. The designated time bands during which an employee has the option to select and vary arrival and departure times.
- e. Core Time Bands. The designated time bands during which an employee must be present for duty unless the employee is in an approved leave status or at lunch.
- f. Compressed Work Schedule (5/4-9 Plan). An AWS within a bi-weekly pay period under which a full time employee fulfills an eighty (80) hour work requirement in eight nine-hour days and one eight-hour day, exclusive of designated meal periods.
- g. Compressed Work Schedule (4-10 Plan). An AWS within a bi-weekly pay period under which a full time employee fulfills an eighty (80) hours work requirement in four 10-hour days, exclusive of designated meal periods, and one nonwork day per week.

Section 2. This Article does not supersede or otherwise affect the first 40-hour tours of duty policies and practices set forth in FAA Order 3600.6, Chapter 5 (1-6-84). FAA Order 3600.6 remains in full force and effect. The Union reserves the right to negotiate the impact of any changes to the Order.

Section 3. The following versions of AWS will be available to

employees on a voluntary basis to the extent operational requirements permit: Flexitime, Compressed Work Schedule (5/4-9 Plan), and Compressed Work Schedule (4-10 Plan).

Section 4. Practice and Procedure:

- a. An office manager retains the authority to approve flexitime or either of the versions of compressed work schedules provided the office manager is satisfied operational coverage is not affected or additional premium pay incurred. An office manager shall not disapprove an AWS request or terminate an employee's participation in AWS except for good cause. The reason for such disapproval or termination shall be communicated to the employee and the office representative at the time of the denial or termination.
- b. Conflicts between two or more equally qualified employees' requested AWS schedules shall be resolved on the basis of seniority. An employee's seniority shall be based upon the employee's service computation date (SCD). In the event of identical SCD's, FAA/CAA seniority shall prevail.
- c. The work schedule must be approved in advance. The work schedule must remain in effect for at least six (6) bi-weekly pay periods, unless the office manager and the employee mutually agree to a shorter time period. The party that initiates such a change shall have the burden to insure that such a change does not adversely affect other employees.
- d. Employees who participate in AWS must comply with written procedures for keeping track of their attendance. The written procedures employed shall be agreed upon between the office manager and the Union representative at the office level.
- e. An employee working under AWS who is in a training status for all or portions of a pay period must return to a work schedule of normal workdays and normal workweeks for the pay period, unless the office manager and the employee agree otherwise. The Parties recognize that there may be training assignments that do not require the employee to return to a normal tour of duty. In this case, the office manager may approve the continuance of the employee's AWS schedule.
- f. An employee on a temporary assignment to another of the Employer's work units will adhere to the work schedule of the work unit to which the employee is temporarily assigned.

Section 5. If, at any time, the Employer or the Union's National Branch Agent determines that AWS in any office within the region is having an adverse agency impact as defined in 5 U.S.C. Section 6131(b) the Employer, at its discretion or upon demand of the National Branch Agent, may terminate it upon 30 days advance written notice.

ARTICLE 61

ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES

Section 1. An employee recuperating from illness or injury and

temporarily unable to perform some of the duties of the employee's assigned position may submit a written request to the employee's supervisor for temporary assignment to other duties commensurate with the disability, the employee's qualifications, and pay grade. The employer will consider such requests in view of the information submitted and the availability of productive work.

Section 2. The employee shall provide a medical certificate signed by a licensed/registered practicing physician, or other practitioner, attesting to the probable length of the employee's disability. Such assignments may be granted in sixty (60) day increments, but shall not be for more than six (6) months duration unless agreed to by the office manager and the employee and with input from the Union representative at the office level.

ARTICLE 62 LOSS OF MEDICAL CERTIFICATE

Section 1. If an employee in the operations specialty temporarily fails to meet the required medical qualification standards, as diagnosed by competent medical authority, the employee shall be allowed to remain in an Aviation Safety Inspector position. The inspector shall have the opportunity to regain medical qualification in a reasonable amount of time, normally one (1) year.

Section 2. As diagnosed by a competent medical authority, an employee who permanently fails to meet FAA required medical qualification standards:

- a. shall receive consideration for placement in other positions of equal or highest available lower grade for which the employee is qualified in accordance with applicable laws, government-wide regulations, and FAA directives.
- b. may seek and be granted a waiver of the medical standards as appropriate. Such waivers shall be administered and granted under applicable government-wide regulations.
- c. may apply for disability retirement under applicable government-wide regulations.

ARTICLE 63 TECHNICAL DATA AND DIRECTIVES

Section 1. The Employer shall make reasonable efforts to provide current technical manuals, directives, regulations, and handbooks that are deemed necessary by the Employer for employees to accomplish technical job functions. Whenever possible, such information shall be made available on the Flight Standards Service Policy Subsystem.

Section 2. The goal of the Flight Standards Service Policy Subsystem is to provide comprehensive technical information in a convenient and accessible format for use by aviation safety

inspectors as a central source for the completion of job functions.

Section 3. The Union representative at the office level and office manager will annually review directives distribution needs for each office. Directives distribution will be accomplished in accordance with the results of the review.

ARTICLE 64 ORDERS AND DIRECTIVES

Section 1. The Employer shall keep current all DOT and FAA regulations, directives, and orders that affect employees.

Section 2. The National Branch Agent shall be provided one (1) copy of all DOT and FAA orders, notices, and handbooks that relate to personnel policies, practices and working conditions of employees.

Section 3. In each FAA region, the Regional Business Agent will be provided with one (1) copy of the national and regional orders, notices, and directives that relate to personnel practices, policies, and working conditions of employees.

Section 4. Agency directives maintained at offices will be available to the Union representative at those locations during the office hours of those offices.

ARTICLE 65 OFFICE POLICY MANUALS

Section 1. Office policy manuals are important information tools. They shall be made available to all office employees.

Section 2. The Employer shall establish a joint work group to develop and recommend a standardized format and content for office manuals. The work group shall meet within one hundred-twenty (120) days after this Agreement is approved. Such meeting shall not exceed three (3) work days. The work group will be comprised of four (4) members. The Union may appoint two (2) representatives to serve on the work group. Official time, travel and per diem shall be provided. The work group's recommendation shall be submitted within thirty (30) days of the meeting to the Director, Flight Standards Service, for action.

ARTICLE 66 PARKING

Section 1. The Employer shall provide employee parking in accordance with FAA Order 4665.3B, Policy on Parking Accommodations at FAA Facilities. Where a parking space is reserved for the Flight Standards District Office Manager, a comparable space shall be reserved for the Union representative at the office level.

ARTICLE 67
FACILITIES

Section 1. In compliance with appropriate General Services Administration guidelines and government-wide regulations, the Employer shall provide office space that is:

- a. equipped with a heating/air conditioning system that provides a stable, comfortable work environment. The heating/air conditioning system must also circulate fresh outside air into the work environment,
- b. well illuminated,
- c. furnished with an adequate amount of functional office equipment and furniture.

Section 2. The Employer shall provide adequate space for lunch facilities. As offices are modernized, renovated or moved to new locations the Employer shall provide space for a refrigerator and microwave oven for use by all office employees. Where these are not presently provided the office manager and Union representative at the office level shall work together to address the situation.

Section 3. Each office shall provide sufficient space to conduct private, confidential interviews, evaluations, conversations, etc. with members of the aviation industry and public.

ARTICLE 68
LOCAL AND REGIONAL RELATIONSHIPS

Section 1. The Parties have negotiated a comprehensive national Agreement that constitutes the entire agreement between them. As such, no items may be negotiated for inclusion in this Agreement except as provided in Article 86. No separate office or regional supplemental agreement is authorized.

Section 2. The Parties at the office or regional level may enter into written agreements on local and regional issues that do not conflict with this Agreement. Such agreements must be approved in accordance with 5 U.S.C. 7114(c).

Section 3. The Parties at the local and regional level shall utilize the procedures and time frames described in Article 69, Sections 1-6.

Section 4. Prior to either Party filing an unfair labor practice (ULP) charge against the other Party at the local and regional level, the charging Party shall contact the other Party and the Parties shall attempt to resolve the issue. Both Parties shall share all appropriate information relating to the basis for the ULP charge. The Parties shall make a good faith effort to resolve the ULP charge in a timely manner.

ARTICLE 69
NATIONAL RELATIONSHIP

Section 1. In the event the Employer proposes to change a national personnel policy, practice, or other matter affecting working conditions, the Employer shall provide the Union written notice of the proposed change. However, the Parties recognize that certain changes require immediate implementation for safety of flight--e.g., emergency airworthiness directives, special emphasis inspections, and responses to natural disasters, major accidents, and other catastrophic events. In such cases, the Employer may implement the change and bargain with the Union over the impact and implementation of the change as soon as possible.

Section 2. The Union shall provide its written comments or proposals within thirty (30) days of the notice informing the Union of the proposed change except as stated in Section 3 and 4 of this Article.

Section 3. If the Union desires a meeting to discuss the Employer's proposal prior to submission of its comments or proposals, the Union must request such a meeting within fifteen (15) days of the notice informing the Union of the proposed change. The Employer will meet with the Union in a timely manner, and the Union shall provide its written comments or proposals within fifteen (15) days of this meeting.

Section 4. If the Union desires information regarding the proposed change prior to submission of its comments or proposals, the Union must submit a written request within fifteen (15) days of the notice informing the Union of the proposed change. The Employer will provide the data to the Union in a timely manner, and the Union shall provide its written comments or proposals within fifteen (15) days.

Section 5. If the Union submits timely written proposals, the Parties shall meet to discuss the Union's proposals. If agreement cannot be reached regarding implementation of the proposed change, the Parties are free to seek the services of a mediator and the Federal Service Impasses Panel. If the Union does not file a timely request for a meeting or submit timely written proposals, the Employer may implement the change as proposed.

Section 6. By mutual agreement on a case-by-case basis, the Parties may waive any time limits referred to in this Article.

Section 7. Prior to either Party filing an unfair labor practice (ULP) charge against the other Party at the national level, the charging Party shall contact the other Party and the Parties shall attempt to resolve the issue. Both Parties shall share all appropriate information relating to the basis for the ULP charge.

The Parties shall make a good faith effort to resolve the ULP charge in a timely manner.

ARTICLE 70 OFFICE EVALUATION

Section 1. The Union representative at the office level, or alternate, shall be notified in advance when an office evaluation or program evaluation affecting an office is scheduled. This notification shall include proposed beginning and ending dates and the scope of the evaluation.

Section 2. The Union representative at the office level, or alternate, shall be informed of the date and time of the entrance and exit conferences and allowed an opportunity to attend.

Section 3. The Union representative at the office level shall be presented with a copy of the final report when completed.

ARTICLE 71 SURVEYS AND STUDIES

Section 1. Whenever possible, the Employer shall provide a copy of proposed surveys and studies, including their scope, to the Union sixty (60) days in advance.

ARTICLE 72 PUBLICIZING THE AGREEMENT

Section 1. The Employer will provide, at no cost to the Union, book copies (8 1/2" X 11" in size) of this Agreement, printed in type that can be easily read, to each employee in the bargaining unit. The Employer will also provide a book copy to all new employees entering the bargaining unit after the effective date of this Agreement.

Section 2. The Employer will provide three hundred (300) book copies to the Union's National Branch Office. The Parties shall be individually responsible for any additional reprints and distributions.

ARTICLE 73 OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Employer recognizes its responsibility to assure that it complies with the provisions and requirements of applicable laws, government-wide regulations, and FAA directives. Government-wide regulations include 29 CFR Part 1960. Section 1960.46(a) provides in part that no employee shall be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition. Further, Section 1960.46(a) provides that an employee may decline to perform

the employee's assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 2. The Employer shall make reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to observe all safety rules and to use all the appropriate protective equipment and safeguards.

Section 3. Occupational Safety And Health committees shall be established at district offices. A comparable committee to address regional safety issues will be established at the Flight Standards Division level. Regional and office safety committees will be comprised of an equal number of employee and management representatives within their respective commuting area. The Employer shall appoint a safety officer who will act as the chairperson. Members of safety committees will be on duty time.

Section 4. The established committees will meet quarterly unless otherwise agreed to by the Parties. The function of the safety committees will be to review the operation of safety programs, review findings and reports of work place safety inspections, review formal safety suggestions, review reports of lost time accidents, and to actively encourage safety awareness in all employees. The safety committee will forward recommendations concerning occupational health and safety to the appropriate office manager or the Flight Standards division safety officer. Within thirty (30) days following receipt of the safety committee's recommendations, the office manager or safety officer will respond to the committee, in writing, regarding any action taken.

Section 5. The Employer shall encourage employees to participate in formal first aid training, including Cardiopulmonary Resuscitation (CPR). The Employer shall endeavor to arrange CPR training and First Aid training.

Section 6. During safety inspections of offices, the Union will be afforded the opportunity to have a representative present during the inspection. The Union representative will be on official time.

Section 7. The Employer shall provide safety equipment and protective clothing when such items are required for the safe and successful accomplishment of the work involved. It is the employee's responsibility to properly use safety and clothing items supplied by the Employer. In determining safety and protective equipment required, the Employer will be guided by agency directives and recommendations of the safety committee.

Section 8. At each office, the Employer shall review fire safety procedures with employees and provide training in the operation of

fire extinguishers and other safety equipment pertinent to that location. Plans shall be made for the emergency evacuation of occupied buildings and offices. This plan shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation.

Section 9. The Employer shall provide protective equipment to employees attending out-of-agency training where such equipment is required.

Section 10. Upon request, the Employer agrees to furnish the Union representative with any monitoring data collected concerning Occupational Safety And Health.

Section 11. Matters relating to this Article shall first be referred to the Safety Committee. Such matters shall include, but are not limited to, specific requirements for protective clothing and equipment, headsets, flashlights, video display terminals, etc., for recommendations.

Section 12. Employees shall not normally be required to work on a video display terminal continuously without interruption for more than one (1) hour without a break from the machine.

Section 13. The National Safety Representative of the Union shall be granted up to eighty (80) hours of duty time per calendar year to attend and participate in scheduled meetings with the National and/or Regional designated health and safety representatives of the Employer, and to attend the National Safety Foundation Conference. Travel and per diem shall be paid under this Section.

ARTICLE 74 ACCIDENT INVESTIGATIONS

Section 1. When employees are assigned to participate in accident/incident investigations, including those conducted by the National Transportation Safety Board (NTSB) and those for which investigation responsibility has been delegated to the FAA, the Employer shall make reasonable efforts to ensure that work assignments during such accident/incident investigations shall be consistent with the FAA mission responsibilities, as defined in applicable FAA directives and NTSB regulations.

Section 2. Inspectors investigating accidents shall act in a reasonable and prudent manner in meeting the challenges encountered.

Section 3. Inspectors investigating accidents who suffer severe and adverse psychological stress are encouraged to seek trauma assistance through the services of the Employee Assistance Program (EAP).

ARTICLE 75
WORK SITE ACCESS AND PERSONAL SECURITY

Section 1. The Employer shall provide reasonable security for employees in the performance of their duties.

Section 2. When employees believe that their personal safety may be in jeopardy while performing official duties, they shall immediately advise their supervisor. The Employer shall determine the appropriate course of action. If it is determined that law enforcement officers are necessary, any resultant costs shall be borne by the Employer.

Section 3. The Employer authorizes eligible employees to use leather credential holders. The holder shall have attached to it an FAA emblem on the outside cover, a minimum size of two inches in diameter. The inside covers will have compartments for the following credentials: FAA Forms 8000-39 and 110A. All costs for the initial procurement of the leather holder with FAA emblem shall be borne by the Employer.

Section 4. To facilitate the employee's access to work sites, the Employer will publish an Advisory Circular describing the duties and responsibilities of the aviation safety inspector and the FAA requirement for the inspectors access to aircrafts, airports, and related aviation facilities. The Employer shall provide copies of the circular to local law enforcement agencies, FAA Security, and Airport Authorities.

ARTICLE 76
EMPLOYEE'S PRIVATE TELEPHONE NUMBER AND CONTACT

Section 1. The employee's private telephone number shall not be disclosed to the public or published in a public directory.

Section 2. The Employer recognizes that employees should not normally be contacted at home except for such things as emergencies, call back assignments, overtime assignments and other unusual circumstances.

ARTICLE 77
USE OF TELEPHONES AND RECORDED LINES

Section 1. If an employee is required to be held over for official business, the employee may telephone an appropriate person.

Section 2. Employees at their work site may use government telephones to make one (1) brief toll-free call each day to speak to their spouse or other appropriate person. Such calls shall be made during the lunch breaks or other off-duty periods.

Section 3. Employees at their work site shall have reasonable

access to government telephones presently installed to make one (1) brief personal call each day over the commercial long distance network (toll-calls) provided the cost of the call is not charged to the government.

Section 4. If an employee is required to remain in a travel status beyond the employee's scheduled itinerary, the employee may briefly notify an appropriate person by government or commercial telephone.

Section 5. When an employee is in a travel status for two or more consecutive nights, other than Academy training, the employee shall be authorized one brief call to an appropriate person each day during nonduty periods on FTS service, if available. If FTS is not available, the employee shall be reimbursed for no more than two calls to the employee's residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives.

Section 6. During a telephone call between Employer and employee, before the conversation starts or proceeds, if one or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or speaker phones.

Section 7. All telephone lines that are being recorded will provide such warning as specified by law.

Section 8. The Employer shall notify employees of all monitoring devices on administrative telephones and computers within the employee's office. However, this notification provision does not apply to security or law enforcement activities.

ARTICLE 78 IMMUNITY AND WHISTLEBLOWER PROGRAM

Section 1. Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences:

- a. a violation of any law, rule, or regulation,
- b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 2. An employee who exposes waste, fraud, or abuse may be considered for an appropriate award, if the employee's efforts result in a savings to the government.

ARTICLE 79
UNION'S USE OF EMPLOYER'S FACILITIES AND SUPPORT

Section 1. Bulletin Board Space:

- a. The Employer shall provide space for a bulletin board not to exceed 3' X 5' for the Union's exclusive use at each district office. This shall apply even if no employees at the office are members of the Union.
- b. Normally, there shall be no restrictions on the content of publications or announcements placed on the Union's bulletin boards by the Union. However, the posting of scurrilous and inflammatory material is prohibited.
- c. Materials shall be posted during nonwork hours, and posted materials will not be removed by the Employer.

Section 2. Union Use of Office Space:

- a. The Employer shall approve the Union's use of office space for periodic meetings with employees in the unit. The Employer shall allow the Union adequate space for ballot box elections and referenda.
- b. Use of the Employer's space under this Section is permissible provided:
 - (1) the space requested is available;
 - (2) the Union representative requests use of the space in advance; and
 - (3) these meetings take place only during nonduty hours of the employees involved.

Section 3. When a Union representative is excused from duty on official time for representational activities, the Employer shall make a reasonable effort to provide meeting space that will protect the confidentiality of any private discussion the Union representative has with affected employees. The Union representative shall inform the appropriate office manager in advance that a meeting space is desired.

Section 4. In offices where suitable space is available in nonwork areas, the Union shall be permitted to use such space for placement of a filing cabinet and shelves for Union acquired publications. File cabinets and shelves may be made available by the Employer. The Employer reserves the right to withdraw from such space arrangements whenever the space is required.

Section 5. The Employer agrees to provide reasonable access to an available FTS telephone or government-leased lines, where applicable, to be used by the Union representative for representational activities arising under this Agreement. Where FTS or government leased lines are not available, access to telephone lines shall be at no cost to the Employer.

Section 6. Within thirty (30) days of receipt of the Union's written request, the Employer shall furnish to the Union, at the

national level, a listing by office of the name, classification, and grade of each employee covered by this Agreement. The Employer shall comply with up to two (2) such requests within any twelve (12) month period. In addition, the office manager shall notify the Union representative within thirty (30) days whenever an employee is hired, transferred, reassigned, resigns, retires, or dies.

Section 7. Mail Privileges at District Offices:

- a. The Employer shall furnish the Union representative with a mail box. Mail shall be placed in the mail box in accordance with normal office procedures. The Employer assumes no responsibility for such mail.
- b. The Union representative may send or receive mail by use of the mail facilities used by the Employer.
- c. The Union representative may place literature in the employees' in-baskets. The Union representative may deliver literature only on nonduty time and in a manner that is not disruptive to the office.

Section 8. The Employer is not responsible for loss, theft, destruction, or damage to any Union property.

ARTICLE 80
ENROUTE INSPECTION POLICY/AVIATION SAFETY

Section 1. The Parties have jointly ventured into a cooperative effort to produce a document on the enroute policy for the inspector workforce to accomplish the intent of the congressional mandate on safety in the United States aviation industry and the national airspace system.

ARTICLE 81
DUES WITHHOLDING

Section 1. Pursuant to Section 7115 of the Federal Service Labor-Management Relations Statute, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

Section 2. The Union shall be responsible for purchasing Standard Form 1187, Request for Payroll Deductions for Labor Organizations. The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll processing center.

Section 3. A member who desires to have national dues deducted from the member's pay must complete the appropriate portion of Standard Form 1187, and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The form must be received in the payroll office at least four (4) days prior to the

beginning of the pay period in which the deduction is to begin.

Section 4. The Union agrees to give prompt, written notification to the appropriate regional payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

Section 5. An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of Standard Form 1188 to the appropriate payroll processing center, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form which has been properly completed and signed by an employee, the payroll office shall discontinue the withholding of dues from the employee's pay effective with the first full pay period beginning after March 1. There shall be only one revocation period in each year. The payroll office shall notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 6. The amount of national dues to be withheld under this Article shall be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed as provided in Section 7 of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 7. If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in a twelve (12) month period.

Section 8. The issuance of a check for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll processing center. The check shall be made payable to District No. 1-MEBA/NMU-PASS Division, 1125 15th Street, N.W., Suite 501, Washington, DC 20005, not later than ten (10) working days after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. The Union shall notify the Director of Labor and Employee Relations of any change in the mailing address above.

Section 9. All deductions of dues provided for in this Article shall be automatically terminated upon separation of an employee from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occur. When an employee is reassigned from one servicing payroll office to another, the employee's national dues shall continue to be deducted without interruption.

Section 10. Employees are responsible for ensuring that their dues withholding status is accurately reflected on their payroll statements. Employees shall notify the payroll processing center promptly, but in any case no later than thirty (30) days, after the effective date of a personnel action that affects their dues withholding status. Failure of an employee to notify the FAA releases the FAA and the Union from any obligation to reimburse the employee for any dues withheld beyond two (2) pay periods.

ARTICLE 82 PERSONAL PROPERTY CLAIMS

Section 1. Employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties.

Section 2. The Employer shall assist a claimant in the proper filing of any such claim.

ARTICLE 83 SPECIAL MILITARY OPERATIONS PROGRAMS

Section 1. Employees working at military installations shall be covered by this Agreement, except where the Agreement conflicts with applicable military regulations.

ARTICLE 84 COMMUNICATIONS OF UNION PRESENCE

Section 1. The Union retains the responsibility to communicate its presence and authority to represent employees.

Section 2. At offices where the Union may not have a locally designated representative, the Employer agrees to give each employee by mail or other appropriate means an addressed card that the employee may return to the Union signifying the employee's desire to be placed on the Union's mailing list and it will advise the employee of the name and address of the Regional Business Agent. The Union shall provide the address card, envelope, and appropriate postage to the Employer in advance.

Section 3. The Union shall be allowed up to one (1) hour for initial orientation of new employees to explain the role and

responsibility of the Union. The meeting shall be private. If the Union representative is not located on the site of the orientation, no travel time, expenses, or overtime is authorized.

ARTICLE 85

OFFICIAL TIME FOR UNION REPRESENTATION

Section 1. The National Branch Agent of the Union shall be granted, upon request, leave without pay for forty (40) hours and official time for forty (40) hours per pay period to perform Union duties and representational duties provided in this Agreement.

Section 2. Up to seven (7) Regional Business Agents of the Union shall each be granted up to sixteen (16) hours of official time per pay period for representational duties. Regional Business Agents' official time spent on Union representative's representational duties at the office level counts towards the sixteen (16) hours allotted to the Regional Business Agent. A reasonable amount of official time, which shall be in addition to the sixteen (16) hours per pay period, may also be granted to:

- a. represent an employee or the Union at an arbitration hearing,
- b. attend meetings specifically arranged by the Employer to which the Union has been expressly invited,
- c. represent the Union on specific committees and work groups established by this Agreement,
- d. represent the Union at unfair labor practice hearings,
- e. represent the Union at hearings before the Federal Service Impasses Panel,
- f. attend meetings held under Article 5, Section 16,
- g. participate in mid-term negotiations at the regional or national level consistent with 5 U.S.C. 7131(a),
- h. assist an employee in preparing and presenting a response to a proposed disciplinary action or adverse action under Article 6, Section 7,
- i. receive the eight (8) hour Agreement orientation specified under Article 85, Section 6,
- j. attend Employee Assistance Program briefings under Article 48, Section 4,
- k. allow travel time necessary to accomplish the activities set forth in paragraphs b, c, and f of this Section.

Section 3. The National Branch Agent and up to seven (7) Regional Business Agents shall be entitled to travel and per diem to:

- a. attend meetings specifically arranged by the Employer to which that Union official has been expressly invited,
- b. represent the Union on specific committees and work groups established by this Agreement,
- c. attend meetings held under Article 5, Section 16,
- d. attend briefings and follow-up action plan meetings at their regional level regarding the Employer's employee survey program.

Section 4. Each Union representative at the office level may be granted up to four (4) hours of official time per pay period for representational duties. Additional official time for such Union representatives may be authorized by the Employer on a case-by-case basis for reasonable and necessary representational activities.

Section 5. If otherwise in a duty status, each of the current Regional Business Agents identified in Section 2 of this Article and 25% per year of the Union representatives at the office level shall be granted, on a one-time basis, official time not to exceed forty (40) hours, including travel time, to attend the PASS representative school. Travel expenses excluding per diem shall be paid by the Employer under this Section. This Section shall not apply to any subsequent incumbents to these positions. The Parties shall consider the applicability of this Section to any subsequent incumbents to their positions.

Section 6. Each Union representative at the office level shall be granted eight (8) hours of official time to receive orientation on this Agreement. If the Union representative is permanently replaced, the successor shall be granted eight (8) hours of official time for orientation on this Agreement.

Section 7. Release of Union representatives to perform representational duties shall be made in accordance with Article 3, Section 4.

Section 8. No overtime or compensatory time shall be authorized for official time for union duties or representational duties.

ARTICLE 86 EFFECT AND DURATION OF AGREEMENT

Section 1. This Agreement is for five (5) years and shall become effective on the date it is approved by the FAA Administrator or designee and ratified by the Union membership. It shall automatically renew for a five (5) year period unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more than one hundred-fifty (150) calendar days or not less than sixty (60) calendar days preceding the expiration date of this Agreement. The Parties shall schedule and conduct negotiations at a mutually agreeable time and place. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached. If this Agreement is automatically extended under the terms of this Article, the policies of DOT and FAA, current at the time of extension, shall be controlling in the event of conflict or incompatibility with this Agreement.

Section 2. Notwithstanding the provisions of Section 1 of this

Article, either Party may elect to reopen this Agreement, three (3) years after the effective date, for the purpose of negotiating no more than ten (10) new or revised articles. Written notice of the intent to exercise this option must be given not more than one hundred-five (105) calendar days or not less than sixty (60) days preceding the third anniversary date of this Agreement. The Parties shall schedule and conduct negotiations at a mutually agreeable time and place.

Section 3. If legislation or government-wide rules or regulations are enacted that affect any provision of this Agreement, that provision shall be reopened for negotiation at the request of the Union.

Section 4. If any law or Governmental action voids any provision of this Agreement, the remaining provisions of this Agreement shall continue in effect.

Section 5. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing agency rules, regulations, orders and practices which are in conflict with this Agreement.



FEDERAL LABOR RELATIONS AUTHORITY

U.S. Department of Transportation,
Federal Aviation Administration,
Flight Standards Service
(Agency/Activity)

and

Professional Airways Systems Specialists
(Labor Organization/Petitioner)

Case No. 3-RO-10002

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority; and it appearing that a majority of the valid ballots has been cast for a representative for purpose of exclusive recognition;

Pursuant to authority vested in the undersigned,


IT IS HEREBY CERTIFIED that Professional Airways Systems Specialists

has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

UNIT:

Included: All employees employed by the U.S. Department of Transportation, Federal Aviation Administration, in Flight Standards District Offices, International Field Offices and Certificate Management Offices worldwide (except the New England and Eastern Regions), but excluding all Flight Standards Regional Office employees, professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7).

Federal Labor Relations Authority


Regional Director

Dated: May 10, 1991

Washington Regional Office

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding represents the final and binding resolution of any impact and implementation bargaining between the Professional Airways Systems Specialists, multi-unit, (Airway Facilities, Flight Standards, Office of Aviation Systems Standards) and the Federal Aviation Administration concerning the Federal Employees Pay Comparability Act of 1990.

Section 1. Bargaining unit employees shall be covered under the Federal Employees Comparability Act of 1990 (FEPCA), including, but not limited to, the provisions covering recruitment, relocation, and retention payments, performance-based cash awards, staffing differentials, special salary rate adjustments, time off from duty incentive awards, and interim geographic adjustments.

Section 2. The agency agrees to notify the union when a recruitment or relocation bonus or a retention allowance is offered to a bargaining unit employee. Employees may be required to provide proof of a future employment offer outside of federal service to be eligible for a retention allowance.

Section 3. Performance-based cash awards shall be administrated in accordance with the Performance Management System, FAA Order 3500.7.

Section 4. The agency agrees to notify the union whenever the office of Personnel Management determines that a bargaining unit member is entitled to a staffing differential. Such union notification will occur within ten work days after the agency receives an OPM determination.

Section 5. The agency agrees to notify the union of any proposed special salary rates for bargaining unit positions.

Section 6. If an employee receives a time off from duty award, no charge to leave or loss of pay, as a result of the award, will occur. Time off awards are limited to a total of 80 hours granted in a leave year. Any time off from duty awards given under FEPCA shall be granted in a fair and equitable manner.

Section 7. If the agency establishes a study team to review any positions in the bargaining units for consideration of a special occupational pay system, the union may appoint a representative to the study team. Such union representative will be given official time, travel and per diem while participating on the study team.

Section 8. The parties agree that any position classification efforts resulting from any agency JTA concerning the grades, series or occupational groupings, for the appropriate bargaining units, will not be encumbered or prohibited by the terms of this agreement.

Section 9. Any compensatory time issues not specifically addressed under FEPCA shall be negotiated separately from this agreement at the request of the national union.

Stephen M. Hoffe
FOR THE FAA

Howard E. Johansson
FOR PASS/Multi-Unit

3/2/92
DATE

APPENDIX III

DEFINITIONS

As used in this Agreement, the following words and phrases have the following meanings:

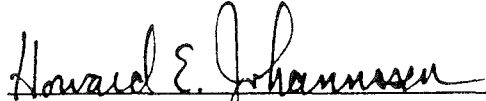
1. Areas of specialization - Within the aviation safety inspector workforce, there are four general "areas of specialization": operations, maintenance, avionics, and cabin safety.
2. Days - means calendar days, unless otherwise specified.
3. Employee - Unless otherwise indicated in a specific provision, "employee" refers to a member of the bargaining unit as described in the Certification of Representative (Appendix I).
4. FAA Directives - "FAA Directives" include only those national Employer issuances that are effective upon the approval date of this Agreement.
5. Formal discussion - A "formal discussion" is a pre-arranged meeting between one or more representatives of the Employer and one or more employees or their representatives that involves a dialogue concerning any grievance or personnel policy or practice or other condition of employment. Meetings between managers and employees to discuss technical work-related or operational issues are not formal discussions. Casual or impromptu conversations between a manager and an employee, particularly ones initiated by the employee, are generally not formal discussions.
6. Office - Unless otherwise indicated in a specific provision, "office" refers to Flight Standards District Offices,

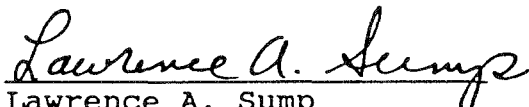
International Field Offices, Certificate Management Offices,
and the Certificate Management Unit located in Denver,
Colorado.

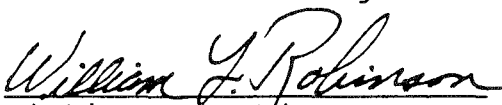
7. Seniority - Service computation date (SCD) seniority
shall be used unless otherwise specified.

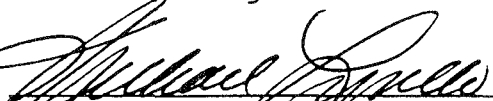
Signed this ninth day of December 1992.

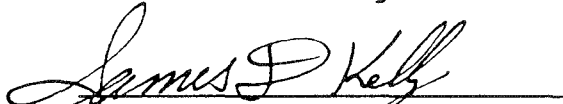
For the Union:



Howard E. Johannssen
President



Lawrence A. Sump
Chief Negotiator and
National Branch Agent

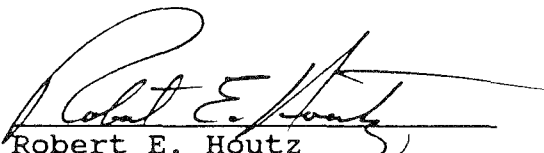

William L. Robinson
Business Agent,
Southern Region


Michael E. Lynch
Business Agent,
Great Lakes Region



James D. Kelly
Business Agent,
Western-Pacific Region

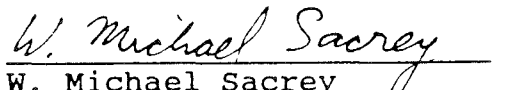

Grant M. Pearsoll
Business Agent,
Northwest Mountain Region

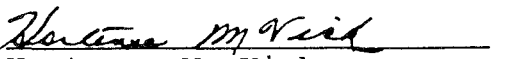

Robert Davila
Business Agent,
Alaska Region

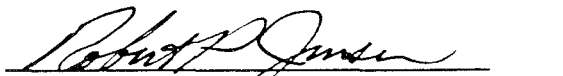

Robert E. Houtz
Business Agent,
Central Region

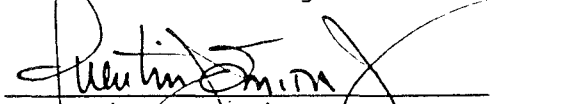
For the Employer:



Peter J. Hannums
Chief Negotiator and Manager,
Union/Management Relations
Division, Office of Labor
and Employee Relations

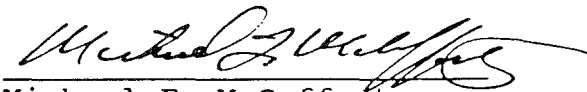

W. Michael Sacrey
Manager, Southern Region
Flight Standards Division


Hortense M. Vick
Manager, Columbus Flight
Standards District Office



Robert P. Jensen
Airworthiness Branch Manager,
Great Lakes Region

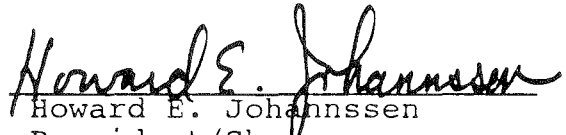

Quentin J. Smith, Jr.
Assistant Manager, Flight
Standards National Field Office


William M. Matson
Operations Section Supervisor,
Salt Lake City Flight
Standards District Office


Michael F. McCafferty
Senior Labor Relations
Specialist, Union/Management
Relations Division, Office of
Labor and Employee Relations

This agreement between the Federal Aviation Administration and the Professional Airways Systems Specialists is approved and is effective March 3, 1993.


Joseph M. Del Balzo
Acting Administrator
Federal Aviation Administration


Howard E. Johannssen
President/Chairman
Professional Airways Systems
Specialists Division